

ORIGINAL.

AGREEMENT

between

THE TOWNSHIP OF SOUTH HACKENSACK

and

**LOCAL NO. 11, affiliated with
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

January 1, 2005 through December 31, 2007

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THIS AGREEMENT made and entered into on this 1st day of January in the year 2005, between the TOWNSHIP OF SOUTH HACKENSACK, hereinafter referred to as the "EMPLOYER", and LOCAL No. 11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, a labor organization, with its principal place of business at 810 Belmont Avenue, North Haledon, New Jersey, hereinafter referred to as the "UNION".

WITNESSETH:

WHEREAS, the Union has presented proof that it represents a majority of the Garage, Road, Parks and Public Buildings employees, excluding supervisory, clerical and office employees, and

WHEREAS, the Township of South Hackensack by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all Garage, Road, Parks and Public Buildings employees, excluding supervisory, clerical and office employees of the Township of South Hackensack.

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

ARTICLE 1. RECOGNITION

Section 1. The Township of South Hackensack hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed in the Garage, Roads, Parks, and Public Buildings, excluding supervisory, office and clerical employees, guards and confidential employees, of the Employer in all those matters specifically provided for herein pertaining to wages, hours, and conditions of employment.

Section 2. The bargaining unit shall consist of all Garage, Road, Parks, and Public Buildings employees, excluding supervisory, office and clerical employees, guards and confidential employees of the Employer.

Section 3. Wherever used herein the term "Employees" shall mean and be construed only as referring to Garage, Roads, Parks, and Public Buildings employees covered by this agreement.

ARTICLE 2. UNION SECURITY

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

a. All present employees who are members of the Local Union on the effective date of this Agreement may, at their choice, remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union and do not become members thirty one (31) days after the effective date of this agreement will pay a Representation Fee as set forth hereafter.

Section 2. It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty one (31) days thereafter or pay to the Local Union a Representation Fee.

Section 3.

a. The Employer hereby agrees to deduct from the wages of employees who have so authorized in an executed and dated dues check-off authorization, the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9E. The Employer, after receipt of written authorization from an individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2nd salary paid to each employee during the month and such deduction made the 1st month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

b. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent written and duly authorized communication received from the Union as to the rate of regular monthly dues and the proper amount of initiation fees.

Section 4. Representation Fee

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

b. Prior to the beginning of each membership year, the Union will notify the Employer in a signed and dated writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will not exceed 85% of that amount, the actual percentage to be established in accordance with law.

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

c.2. The Employer will deduct the Representation Fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

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

b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

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

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

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

c.6. On or about the last day of each month beginning with the month this agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

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

c.8. The Union shall defend and hold harmless the Employer, its officials, agents and representatives from any and all claims arising from or in connection with the Employer's involvement with the Union's dues and Representation Fees.

c.9. The Union covenants and agrees that it will, at all applicable times, maintain its dues and Representation Fees establishment and collection system in accordance with applicable law.

ARTICLE 3. GRIEVANCE PROCEDURE

Section 1. A grievance shall be a claim made by an employee that said employee has been harmed by the interpretation or application of this Agreement.

Section 2. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

Section 3. Procedure

a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

b. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Supervisor. The Supervisor shall within five (5) working days thereafter give an oral or written decision on the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

c. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve the same upon the Employer or its designated official. Within three (3) working days thereafter, the grievance shall be discussed between the Director of the respective Department involved and a representative of the Union. A written decision shall be given to the Union within three (3) working days thereafter. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

d. If the decision given by the Director of the respective Department involved to the Union does not satisfactorily satisfy the grievance, the Union shall notify the Borough Clerk, within three (3) working days, of its desire to meet with the Department Head, who shall meet with a representative of the Union within five (5) working days after receipt of the notice by the Borough Clerk. A written decision shall be given to the Union within three (3) working days thereafter. (If the grievance is not answered within the time limit, the Employer shall be considered as deciding the grievance in favor of the employee who filed the grievance).

e. In the event that the decision of the Department Head is unsatisfactory to the employee who filed the grievance, or the Union, he or she may file a written, executed and dated request for review with the Mayor and Council, within seven (7) days of an adverse decision or lack of decision by the Department Head. Additionally, the Employer may file a request for review from a decision of the Department Head at its next regular meeting after being informed of such decision. The decision of the Mayor and Council or their designee, after hearing, shall be final and binding.

ARTICLE 4. SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees, names and dates of employment from date of last hire in a Department basis, with the employee with the longest length of continuous and uninterrupted Department service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior

employee, in order, until the name of the employee with the shortest length of service appears at the end of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer.

Section 2. New employees retained beyond the probationary period shall be considered regular employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept up to date with additions and subtractions as required. In so far as is practicable, seniority shall be given due weight for purposes of overtime, layoff and vacation choices. Once the Employer publishes a seniority list, for any reason, the Union or any of its membership must grieve said list within fifteen (15) days or the list becomes binding. The Employer agrees to post the seniority list by February 1st of each year.

Section 3. Probationary Period

a. The first ninety (90) days of employment for all new employees shall be considered a probationary period. The Employer, through its representatives, may request of the Union, in writing, an extension for an additional thirty (30) calendar days probationary period in such instances where the Employer believes the ninety (90) day probationary period is insufficient, and in all cases where this request is reasonably justified, the same will be granted.

b. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his probationary period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

Section 4. Job Vacancies, New Jobs Created

- a. If new jobs are created or if permanent vacancies occur, of fourteen (14) days duration, in a higher-rated position, the Employer shall determine the qualifications required for the position and shall determine which, if any, of the applicants meet the qualifications. If an employee is dissatisfied with the determination of the Employer, said employee may institute a meeting with the Department Head of the respective Department within three (3) calendar days after the notification of the selection is made. If no satisfactory understanding is reached with the department head the employee shall revert to the grievance procedure.
- b. The Employer agrees to post a notice of such new job or vacancy on the bulletin board for a period of six (6) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Departmental employees interested, in order to be eligible, must sign the notice.
- c. If a bidder is a successful applicant, said employee will be notified by a notice placed on the bulletin board within five (5) working days after the expiration of the six (6) working days required under Section 4(b) above.
- d. Any employee so selected to fill such job shall be granted a training period of up to sixty (60) calendar days. If it shall be determined by the Employer at any time after the initial training period that the promoted employee is not qualified to discharge the duties of the position to which said employee was promoted, the employee shall resume the former position held or a position equivalent thereto. The employee shall receive the rate for the job as of the day that person begins the training period. If removed from the position during or at the end of the training period, the employee shall receive the rate of the position to which said employee is assigned. Should the employee elect to return to his former position the employee must do so before that completion of the sixty (60) day training period. If the employee is returned to his former position the job vacancy shall then go to the next senior bidder.

e. The Employer shall establish the hourly rate for any new or materially changed job and shall notify the Union in writing. If the Union files a written protest, the Union and the Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs. However, the decision of the Employer shall be final.

Section 5. Force Reduction

a. The Employer agrees that it will not engage any new employees unless all of the regular, full-time employees are working the scheduled hours noted in this agreement.

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

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

d. Notice of any impending layoff shall, when practicable, be placed upon the bulletin board forty five (45) days prior to the lay off.

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

1. Resignation or termination of employment for cause.
2. Failure to report to work no later than the regular shift beginning on the 4th calendar day following the 3rd calendar day after the date of the receipt accompanying the notice mailed by certified mail to the last address of the employee contained in the department files.
3. Layoff of more than twelve (12) consecutive months.

ARTICLE 5. HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall be from Monday to Friday, both inclusive, from 7:30 A.M. to 3:30 P.M., and shall comprise five (5) days of eight (8) hours each. June 1 to September 1 work hours shall be 7:00 a.m. to 3:00 p.m.

Section 2. Any work performed beyond eight (8) hours in any day of the normal work week shall be considered overtime compensated for at one and one-half (1-1/2) times the regular hourly rate of pay. Any work performed on Saturday of the employee's normal work week shall be compensated for at one and one-half (1-1/2) times the regular hourly rate of pay and all work performed on Sunday of the employee's normal week shall be considered overtime and compensated for at two (2X) times the regular hourly rate of pay. Notwithstanding anything to the contrary contained above, this provision shall not apply to stand-by time or to the standard monitoring of pump station on weekends, in which cases, current procedures shall govern.

Section 3. Employees called to work prior to the start of their normal shift shall be paid overtime for any such time worked, but such overtime payment shall not apply to any of the hours of the normal shift.

Section 4. In the event an employee reports for regularly scheduled work shift without having been previously notified that there is no work, the said employee shall be guaranteed eight (8) hours pay at said employee's rate of pay.

Section 5. Overtime shall be distributed equally as practical among the employees qualified and capable of performing the work available, except that an employee shall not be removed from a job that said employee has been performing on that day in order to provide such equitable distribution of overtime.

Section 6. In the event an employee is called back to work after the conclusion of a normal work shift, the employee will be entitled to a minimum of two (2) hours pay at the overtime rate. Notwithstanding anything to the contrary contained above, this provision shall not apply to stand-by time or to the standard monitoring of pump station on weekends, in which cases, current procedures shall govern.

Section 7. Employees shall be granted no more than fifteen (15) minutes coffee break in the morning and no more than fifteen (15) minutes coffee break in the afternoon without loss of pay.

Section 8. Lunchtime one half (1/2) hour. Since employees are on emergency call during lunch period, this time will be considered worked and employees will end their work day as provided in Section 1 of this Article.

ARTICLE 6. HOLIDAYS

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

New Year's Day	Columbus Day
Martin L. King's Birthday	Election Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

Section 2. Employees who work on any of the above holidays shall be paid for such work at the rate of two (2X) times the employee's regular rate. To be eligible for holiday pay, said employee must work the scheduled work day before and the scheduled work day after the holiday unless the day is an excused day with pay or there are extenuating circumstances to be stated in writing.

Section 2(a). Employees shall be paid at two (2X) times their regular rate of pay for all hours worked on a holiday in addition to the holiday pay.

Section 3. If a holiday falls on Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Employer.

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or an additional day of vacation at the discretion of the Employer. If the employee is required to forfeit such holiday falling within a vacation period, the said employee shall have the right upon adequate notice to the Employer, to refuse the holiday pay and to take a work day off, not during said employee's vacation period, nor the day before or the day after a holiday and suffer no loss in pay.

Section 5. Holidays will be celebrated on the day designated for observation by the Employer's holiday schedule, published every year and distributed to all departments. Any premium pay for work on a holiday will be for work on the Observance Day.

ARTICLE 7. VACATIONS

Section 1. The Employer agrees to grant all employees within the bargaining unit vacations with pay in accordance with the following schedules in each year of this agreement:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
First year after 6 months service	1 week
2 through 5 years	2 weeks
6 through 12 years	3 weeks
13 through 16 years	4 weeks
17 through 20 years	5 weeks
21 years	5 weeks, 1 day
22 years	5 weeks, 2 days
23 years	5 weeks, 3 days
24 years	5 weeks, 4 days
25 years and Thereafter	6 weeks

Notwithstanding anything to the contrary contained above, the Employer will schedule vacation periods in accordance with the Employer's needs.

Section 2. Vacations will be given out by rank. In the event that there is more than one (1) person with equal rank resulting in a conflict, then the parties shall look toward seniority.

ARTICLE 8. LEAVES

Section 1. Leaves of Absence Without Pay

a. Upon making timely application, employees may apply to the Employer for a leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. Extensions for such leaves may be granted. Such a leave may be granted to employees who are temporarily or physically handicapped or incapacitated to such an extent that they are unable to perform their duties.

b. Leaves may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.

c. A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work, or increased compensation. Employees seeking leave of absence without pay shall submit such a request in writing, stating the reasons when the leave is desired and the expected return to duty date.

Any employee leaving a position prior to receiving such written authorization by the respective Department Head involved shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Employer.

Section 2. Paid Sick Leave

Full time employees shall accumulate sick leave on the basis of sixteen (16) days of such leave per year. Sick leave may be accumulated from year to year. At the time of Separation due to full twenty-five (25) years service to the Town, or twenty-five (25) years P.E.R.S. retirement, each employee shall be compensated with pay on the basis of a maximum of ninety-five (95) days of sick leave, if said employee has accumulated such a reserve in his sick leave "Bank".

After twenty years, each employee who is separated due to voluntary resignation, or retirement, shall be compensated for one-half of the accumulated sick leave to a maximum of seventy-five (75) days; after fifteen years, each employee who is separated due to voluntary resignation or retirement, shall be compensated for one-half of his accumulated sick leave to a maximum of sixty (60) days; after ten years, each employee who is separated due to voluntary resignation or retirement, shall be compensated for one-half of the accumulated sick leave to a maximum of forty-five (45) days; and after five years, each employee who is separated due to voluntary resignation or retirement, shall be compensated for one quarter of accumulated sick leave to a maximum of twenty-two and one-half (22-1/2) days. No compensation for sick leave will be given to any employee who is separated due to voluntary resignation under five years of service.

When an employee has depleted his accumulated sick time, vacation or other accumulated time for any bona-fide illness, not in the line of duty, the Township may pass a resolution granting the employee up to three (3) months sick leave with pay each year which shall include any sick days accumulated during the current year.

Any full time employee, in order to receive their ninety-five (95) days compensation, must serve notice to the Township Clerk by January 15, of their retirement year, in writing. Upon retirement, the ninety-five (95) days compensation will be based on their base pay for that year. Credit toward accumulated sick time will be based on unused sick time as of the year 1973.

Section 3. Personal Leave Days

a. An employee shall be entitled to no more than three (3) personal leave days with pay per annum for the transaction of personal business, provided employee gives seventy two (72) hours notice. Personal leave days with pay may be withheld on the day before or the day following any paid holiday or vacation period except in extenuating circumstances. All personal leave days require prior approval by the Superintendent. But such approval will not be unreasonably withheld.

Section 4. Bereavement Leave Pay

a. Employees will be granted five (5) days off with pay at the employee's straight time rate in the event of the death of the employee's spouse, children, mother, father, grandchildren, brother, sister, parents-in-law, or grandparents, or other members of the employee's household. The Employer reserves the right to verify the legal relationship of the family member of the employee.

b. Employees shall be granted one day off, the day of the funeral, "without loss of pay" for aunt, uncle, brother-in-law, sister-in-law, nephew and niece.

Section 5. Jury Duty

An employee who is called for Jury Duty shall be paid eight (8) hours straight time for scheduled working time lost; however, the employee shall be required to give prior notice to the Employer of said employee's call for Jury Duty. Any increase over and above present court financial payments shall be deducted from the wage rate called for by this Agreement.

ARTICLE 9. VETERANS RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force or to be enacted shall be maintained during such period of military service. Each such employee shall have the right of reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

Section 2. Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3. The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment of said employee's seniority rights and shall pay the difference between such service pay and eight (8) hours straight time for scheduled working time lost.

ARTICLE 10. WELFARE BENEFITS

Section 1. The Township shall continue to provide health insurance and dental coverage for employees and their families, which is substantially equivalent to the current policies of insurance.

Section 2. All employees shall continue to be provided at no cost to the employee with:

- a. Two pairs of ankle top safety shoes (work) per year. One pair of regular work shoes and the second pair to be insulated boots. The one pair of regular work shoes shall alternate each year between regular safety shoes and steel-toe shoes. Commencing on January 1, 1998, the safety shoes shall be "steel toe". An additional pair of work shoes shall be provided to all employees, as required in the opinion of the Superintendent.
- b. Work gloves as needed.
- c. Other protective clothing and equipment which in the opinion of the Employer is necessary to perform the job.
- d. Shields or goggles.
- e. The Employer will supply five (5) sets of uniforms and jackets.

ARTICLE 11. STAND BY PAY

Employees who are assigned to work stand by over a weekend shall be paid \$80.00 for Saturday and \$100.00 for Sunday and Holidays. Employees who are called in to work while on stand by shall be paid their stand by pay plus their overtime rate of pay.

ARTICLE 12. DISCHARGE

Section 1. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge.

Section 2. If and when an employee is to be given any disciplinary action, a Union Representative or Alternate shall be present.

ARTICLE 13. GENERAL

Section 1. It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality, union membership or non-membership, age, or sex, and further, that no employee shall be discriminated against or interfered with because of legal Union activities.

Section 2. No employee shall make or be requested to make any agreement, or enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 3. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

Section 4. A two (2) man Safety Committee will be established in each Department and will meet every three (3) months with the Township's Safety Committee to fulfill the safety needs of the employees.

Section 5. Any and all benefits which the employees are now enjoying which are not listed herein shall remain in effect.

Section 6. **UNIFORMS** - Each employee shall be obligated to wear uniforms issued by or otherwise approved by the township. Said uniforms shall not be altered in any way unless approved by the township committee. (~~Sleeveless tee-shirts will be allowed~~).

ARTICLE 14. LONGEVITY

Section 1. Every full-time employee, except any employee hired after January 1, 1997, shall receive longevity which shall be added to base pay and shall be paid to the employee based upon the following schedule. Longevity payments will be paid weekly.

1. One (1%) percent after one year and up to and including four (4) full years of service.
2. Two (2%) percent after four (4) full years of service.
3. Four (4%) percent after eight (8) full years of service.

4. Six (6%) percent after twelve (12) full years of service.
5. Eight (8%) percent after sixteen (16) full years of service.
6. Ten (10%) percent after twenty (20) full years of service, which shall be the maximum longevity payment any full time employee or part-time employee with twenty (20) years service shall be entitled to.

Section 2. Longevity for employees hired after January 1, 1997 shall be added to and considered as part of their annual base pay and shall be paid weekly based upon the following schedule:

- 1/2% after one (1) year through four (4) years.
- 1% after four (4) years of service.
- 2% after eight (8) years of service.
- 3% after twelve (12) years of service.
- 4% after sixteen (16) years of service.
- 5% after twenty (20) years of service which shall be the maximum payment.

ARTICLE 15. SEPARATION AND SEVERANCE PAY

Section 1. If an employee resigns his position with the Township and has five (5) years or more of service and he gives the Township two (2) weeks' notice, he shall be entitled to all the pay, pro-rata vacation time and pro-rata sick time as provided herein.

Section 2. If an employee retires after twenty-five (25) years of service, the Township shall continue to provide full Welfare coverage for the retired employee until said employee reaches age 65 or is otherwise entitled to Medicare. In either such event, the obligation of the Township shall cease.

Section 3. All employees will, when leaving the service of the Employer, complete and sign the "Termination Receipt" when receiving their final compensation. This receipt will be filed in the employee's Personal History File, as evidence of satisfaction of all claims against the Employer.

ARTICLE 16. MANAGEMENT RIGHTS

Section 1. Management shall have the right to determine all matters concerning the management and administration of various Divisions of the Department of Public Works of the Township of South Hackensack to include but not be limited to:

1. The right to direct the work force.
2. To discipline and discharge employees.
3. To determine manning levels and the number of employees required for a specific job assignment.
4. To determine its own negotiating team and administrators.
5. To determine its own procedures for the verification of sick time as long as the employees do not incur any medical or other related expenses.
6. Subcontracting and reorganization decisions but will discuss all such details with the Union prior to implementation.
7. Subcontracting and reorganization decisions.
8. To determine performance evaluation criteria.
9. To determine reduction or expansion of facilities, equipment and supplies, and delivery of services to the public.
10. To determine job assignments and transfers.
11. To determine promotion criteria and make productivity studies.

Section 2. No lockout of employees shall be instituted by the Municipal Employer during the terms of this agreement. The Union agrees that during the terms of this Agreement, neither the Union or its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve the suspension of or interference with the normal work of the municipality. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the Municipal Employer.

ARTICLE 17. FULLY BARGAINED PROVISIONS

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 subject to negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.

ARTICLE 18. SCHOLARSHIP PLAN

Section 1. The Employer agrees to participate in the Northern New Jersey Teamsters Scholarship Plan with a contribution rate of one cent (\$.01) per hour for each hour paid to each covered employee up to a maximum of 2,080 hours.

Section 1(a). The Employer hereby agrees to file appropriate contribution reports as authorized by the Trustees of the Scholarship Plan together with Employer contributions, as are required herein, and do so on or before fifteen (15) days following the end of the month for which the payment is being made.

Section 1(b). The Employer further agrees that should they fail to pay their contributions to the Scholarship Plan on or before the fifteen (15) days mentioned in Section 1(a), the Employer shall pay a penalty for each additional month or part of a month for which the Employer fails to pay the contribution at the rate of twelve per cent (12%) per annum.

Section 1(c). The Employer further agrees that contributions received later than thirty (30) days following the end of the month for which the payment is being made, shall be credited to the month immediately preceding the month in which the payment is received.

Section 2. The Trustees shall have the right to expend monies as provided by the Trust Agreement, to set aside and maintain a Reserve Fund, and to establish additional benefits that are authorized by law. No Employer or employee covered by this Agreement, or the Union, shall have any right, title or vested interest or claim against any of said Funds.

ARTICLE 19. NEW TEMPORARY EMPLOYEES

Section 1. A temporary employee is one who is hired for a period of up to a maximum of three (3) months in any calendar year and is so informed at the time of hire. A temporary employee will not be required to join the Union and may be terminated at any time and such termination shall not be subject to the Grievance provision of at any time and such termination shall not be subject to the Grievance provision of this Agreement. Any temporary employee retained beyond three (3) months in any calendar year, shall be considered a regular employee with all of the benefits of this Agreement and shall be required to join the Union. His/her seniority date shall be he/her most recent date of initial temporary hire.

Section 2. No full-time employee shall be laid off or suffer a reduction in hours as a result of the use of temporary employees. No temporary employees may be hired while employees are on layoff, except if a laid off employee is offered, and declines, temporary employment.

ARTICLE 20. DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2005 and shall continue in full force and effect until December 31, 2007.

Except as set forth above, all provisions of the collective bargaining Agreement between the parties remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers.

TOWNSHIP OF SOUTH HACKENSACK

BY: *[Signature]*

By: ~~_____~~

By: ~~_____~~

By: ~~_____~~

TEAMSTERS LOCAL NO. 11, I.B.T.

BY: *[Signature]*

[Signature]

GIORGIO SORTINO

COMMITTEE:

[Signature]

Thomas Yannett:

APPENDIX I WAGES

Section A. Newly Hired Employees

Any and all employees hired after the effective date of this Agreement shall be paid in accordance with the following:

	<u>2005</u>	<u>2006</u>	<u>2007</u>
1 st year	30,000	30,000	30,000
2 nd year	35,000	35,000	35,000
3 rd year	40,000	40,000	40,000
4 th year	44,378	44,953	45,551
5 th year	48,756	49,906	51,102
6 th year	53,134	54,859	56,653
7 th year	57,514	59,814	62,207

Section B. Employees Hired Prior to January 1, 2005 shall receive a four percent (4%) increase on their annual base salary on January 1st of each year of this Agreement.

	<u>2005</u>	<u>2006</u>	<u>2007</u>
<u>Laborer</u>	\$57,514	\$59,814	\$62,207
<u>Mechanic</u>	\$62,366	\$64,861	\$67,455
<u>Assistant Superintendent</u>	\$69,790	\$72,581	\$75,484

All salary adjustments and other money increases shall be effective January 1, 2005

APPENDIX II

- A. The Department of Public Works shall continue to the past practice of helping the South Hackensack Volunteer Ambulance Corps during normal working hours. All new Department of Public Works employees shall be required to answer all day time ambulance calls. All new Department of Public Works employees must attend a basic first aid course.
- B. All employees will receive an additional fourteen hundred dollars(\$1,400.00)annually which will be considered as part of their annual base salary paid weekly, upon completion of a CPR and first aid course CPR and first aid cards must be kept up to date.
- C. If for any reason an employee is injured while performing ambulance duty during work hours, the Township will consider this as part of their job and will have Workmen's Compensation. In the event someone becomes disabled, the Township will assist the employee in obtaining full disability from the State Pension Board.
- D. Mileage reimbursement and tuition costs will be paid by the Township. Employees, at their election, will be allowed to take courses outside of work hours. However, no additional compensation beyond mileage reimbursement and tuition costs will be paid by the Township.
- E. All employees hired after January 1, 1997, will have to be EMT certified. EMT Certification must not be allowed to expire. Any expiration of an EMT Certification could result in a termination of employment.