

AGREEMENT

Between

MAPLE SHADE TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY

And

TEAMSTERS LOCAL UNION NO. 676
Affiliated with the
International Brotherhood of Teamsters, AFL/CIO

Effective Dates:
January 1, 2009
up to and including
December 31, 2011

PREAMBLE

This Agreement is entered into by and between the Township of Maple Shade, in the County of Burlington, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and Teamsters Local Union No. 676, affiliated with the International Brotherhood of Teamsters, AFL/CIO hereafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE 1 RECOGNITION

- A. The Township recognizes the Union, pursuant to the New Jersey Public Employee Relations Commission Docket # R0-81-54, as the exclusive representative of all full-time and regular part-time blue collar and Police Dispatchers Employees employed by the Township of Maple Shade. Excluded are all other employees of the Township, including confidential employees, professional employees, managerial executives, craft employees, police and fire fighters, and supervisors as those terms are defined by the Act and part-time employees in the Municipal Court. Included as a confidential employee is the position of "Clerk-Typist-Manager's Assistant" working in the Township Manager's office.
- B. The title "employee" shall refer to all bargaining unit members, the plural as well as the singular, and all males and females.

ARTICLE 2 MANAGEMENT RIGHTS

- A. The Township of Maple Shade hereby retains and reserves unto itself, without limitation, all powers, authority, duties and responsibilities conferred upon and vested in it by the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and legislative and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as made from time to time be determined by the Township.
 2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. The right of management to make, maintain and amend such reasonable rules and regulations as it may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
 4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued

- employment, or assignment, and to promote and transfer employees.
- 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
- 6. To layoff employees in the event of lack of work, or budgetary reasons, under conditions where continuation of such work would be inefficient and non-productive.
- 7. The Township reserves the right, with regard to all other conditions of employment not reserved, to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws and administrative codes of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.
 - 1. The Township reserves the right in accord with past practice, to contract with outside persons or firms to do work which might otherwise be performed by Township employees.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 1

The purpose of this Article is to provide an orderly settlement of any grievance, as herein defined.

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual unit employee, a group or unit of employees, or the Union, at the request of any such individual or group.

Disputes concerning terms and conditions of employment set by statute or administrative decisions beyond the scope of this Agreement or regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein.

A grievance shall be filed in writing within five (5) working days of its alleged occurrence, or the employee's knowledge thereof and be processed in accordance with the following steps:

Step 1

Between the aggrieved employee, with or without his Steward, and his Supervisor. If no satisfactory Agreement is reached within three (3) working days, the Union may submit the grievance, in writing, to the second step within five (5) working days from the verbal answer.

Step 2

A meeting between the aggrieved employee with the steward and the employee's immediate supervisor shall be held within ten (10) working days following the day the written grievance was filed. If no satisfactory Agreement is reached within three (3) working days after the meeting, or after the expiration of the foregoing ten (10) working day period, then

Step 3

A meeting between the aggrieved employee, with the Steward, and the Department Head scheduled by the Department Head within ten (10) working days following the day the Step Two meeting is held, or after the expiration of the foregoing ten (10) working day period, then

Step 4

A meeting between a Business Agent of the Union with the Steward in a conference with the Township Manager or his designated representative(s) at a time to be fixed by mutual Agreement between Township Manager or his designated representative and the Business Agent of the Union.

Should no acceptable Agreement be reached within an additional ten (10) working days, then the matter may be referred to arbitration by the Township or the Union only.

Either the Union or the Township may have witnesses whose testimony is relevant at Step Three meeting. A witness attendance will be limited to the time required to present his/her testimony.

Section 2 Arbitration

If the grievance is not settled in the foregoing steps, then either party may, with written notice to the other, within thirty (30) working days after the answer to Step Four, submit said grievance to arbitration. The arbitrator shall be selected as follows:

A. The Union or the Township only shall request of the American Arbitration Association a list of five (5) impartial arbitrators.

B. When the list is received, the Union shall strike two (2) names from the list and the Township shall then strike two (2) names. The person remaining shall be the Arbitrator.

1. The parties shall direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the Constitution and Laws of the State of New Jersey, and by the provisions of this Agreement, and be restricted to the application of the facts presented to him involved in the grievance.

3. The Arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The Arbitrator shall set forth his findings and award within thirty (30) days after the closing of the arbitration hearing. The Arbitrator's findings and award shall be in writing and shall be final and binding on the parties. Each party shall bear the expense of its representatives and witnesses. The fees and expenses of the Arbitrator shall be borne equally by the parties.

If a grievance is not appealed by the Union from one step to the next step or to arbitration within the time limits specified for each step, or as mutually extended, the grievance shall be considered settled on the basis of the last decision of the Township and shall not be eligible for further appeal.

4. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

5. Nothing herein shall be construed to deny any individual employee his rights under Civil Service laws or regulations. In the event the aggrieved elects to pursue current Civil Service rules for a remedy to his grievance, then no recourse to arbitration will be available and his grievance will be withdrawn.
6. Upon prior notice to the appropriate Department Head, the Union Shop Steward and/or Business Agent designated as members of the Grievance Committee shall be permitted to confer with employees and the Township re specific grievances in accordance with the grievance procedure set forth herein at the convenience of both parties.

ARTICLE 4 DUES DEDUCTION AND AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, uniform dues and initiation fees for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:15-15.9e, as amended.
- B. A check-off shall commence for each employee who signs an individual authorization card, supplied by the Union and approved by the Township Manager during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, or fees, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change, and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President or Secretary-Treasurer of the Union advising of such changed deduction. No dues deductions shall be in a percentage amount.
- D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Manager.
Note: A specimen form of the "check-off authorization" form is attached hereto as Appendix A. It is the Township's understanding that this "check-off authorization" does not conform to the State law in that it provides that it is irrevocable for a period of one (1) year whereas the law permits a Notice of

Withdrawal to halt deductions as of January 1, or July 1, next succeeding the date on which notice of withdrawal is filed.

- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Manager. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.
- F. The Township agrees to deduct the fair share fee from the earnings of those employees who are part of the bargaining unit and who elect not to become members of the Union.
- G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union to the Township Manager and the affected employee of the amount of the fair share assessment.
- H. The above fair share fee, which shall be paid by payroll deduction as previously set forth, shall be in an amount equivalent to that part of the Union's regular dues which does not represent expenses for benefits inuring only to its members, or for political and ideological activities, but in no event shall such fair share fee exceed eighty-five (85%) of Union's regular membership dues.
- I. Prior to the signing of this Agreement, and within ten (10) days thereafter of any change that shall be made, the Union shall provide in writing to the Township, the information necessary to compute the fair share fee for services enumerated above.
- J. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This 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.
- K. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Township in reliance upon salary deduction authorization cards or 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.
- L. Any dues deduction provisions herein contained, will become effective with the execution of the Agreement, and will terminate with the termination date of this Agreement. Any employee who is transferred to a job classification which is not within the bargaining unit, as herein defined, or any employee whose employment is terminated by death, resignation, discharge, lay-off, retirement, or leave of absence shall cease to be subject to dues deduction beginning with the month in which the termination or transfer occurs.

ARTICLE 5 BULLETIN BOARD

- A. The Union shall have the use only of the bulletin board located at: The Highway Department's Headquarters, and Police Department's

Headquarters Department.

- B. Only material authorized by the signature of a Union Representative or Officer, Steward or alternate shall be permitted to be posted on said bulletin boards. The Township may remove from the bulletin boards any material which does not conform with the intent of the above provisions of this Article, or from any other place, material relating to the meetings and official business of the Union only.

ARTICLE 6 SHOP STEWARDS

- A. The Union must notify in writing the Township Manager, the names of Stewards and accredited representatives. No more than two (2) Stewards and two (2) alternates total of which one (1) Steward shall be from among the Highway employees of the Public Works Department, and one (1) from the Police Dispatchers, who may be designated by the Union.
- B. Representatives of the Union who are not employees of the Township will be permitted to visit with employees during working hours for the purpose of discussing Union representation matters so long as they give prior notification to, and obtain the approval of, the appropriate department head. Such approval shall not be unreasonably withheld.
- C. The Steward or alternate shall not give orders to employees nor countermand orders of supervisory personnel. Further, he shall not countermand orders of supervisory personnel. Further, he shall not be the judge in determining whether a piece of equipment is unsafe.

However, the business agent shall have the right to investigate, and along with management determine disputes regarding unsafe equipment, so long as prior notification is given as in paragraph B.

- D. Any Steward or alternate attempting to give orders to employees or countermand orders of supervisory personnel in violation of Section C of this Article shall be subject to disciplinary action by the Township, including termination.

ARTICLE 7 NON-DISCRIMINATION

- A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin, political affiliation, or disability.
- B. The Township and the Union agree that all persons covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any person because of that person's membership or non membership or activity or non-activity in the Union.

ARTICLE 8 PROMOTIONS, TRANSFERS AND TEMPORARY TRANSFERS

- A. If promotions to a higher labor grade or transfers to another grade are in order, consideration for such promotions or transfers shall be based on ability to perform the work.
- B. When, more than one (1) applicant for the promotion or transfer is qualified to perform the work as specified in A above, then seniority shall be considered as one factor in determining which applicant shall be granted the promotion or transfer.
- C. Except in emergency situations, if a vacancy may be filled through promotion or transfer, notice of the vacancy shall be posted by the Township on the employee's bulletin board at least three (3) weeks prior to the filling of the vacancy. Any employee wishing to bid for the vacant position shall do so in writing at least one (1) week prior to the filling of the vacancy.

ARTICLE 9 MAINTENANCE OF WORK OPERATIONS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdowns, walkout or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other aforementioned activity or supporting any such activity by any other employee or group of employees of the Township, and that the Union will order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.
- D. The Township agrees that it will not engage in the lockout of any of its employees.

ARTICLE 10 HOURS OF WORK AND OVERTIME

- A. The regular work week for employees of the Road Department shall consist of five (5) days; Monday through Friday, 7:00 am to 3:00pm eight (8) hours per day, with a half (½) hour paid lunch.
- B. Any Police Dispatcher working on a non-scheduled holiday shall be paid as follows;
 - 1. Straight time for the holiday, twelve (12) hours.
 - 2. Time and one half (1½) for all hours worked on the holiday.
 - 3. Regular overtime rate for all hours worked in excess of the work week.

- C. The regular work week for full time Township Office employees, shall consist of five (5) days; Monday through Friday, seven (7) hours per day. Full time Township Office employees shall have their hourly rate calculated on a forty (40) hour week.
- D. The regular work week for Building Maintenance Workers, the Junior Library Assistant, and any other part-time employee or seasonal employee shall be as directed by the Township Manager.
- E. In determining overtime, only the hours which are paid at the straight time daily rate, and the hours which constitute a holiday, are to be counted. Overtime will be calculated by the single week. If an employee does not work a full week following one in which he has earned overtime, he shall not lose that overtime. After eight (8) hours per day, or after forty (40) hours per week, the employee shall earn overtime at time and a half. If an employee should work fifty-two (52) hours in a week, he will receive double time for all hours in excess of 52 hours. If he works seven (7) consecutive days, he shall receive double time for the seventh day.
- F. Work on a holiday shall be paid at one and one half times the hourly rate, plus holiday pay.
- G. In the event an employee is called in, or called back, he shall be guaranteed three (3) hours at time and one half with no reduction of work hours, except if he is called in or kept on contiguous with his regular work shift. The Township shall have the right to retain the employee on duty for the minimum time period.
- H. Employees shall have fifteen (15) calendar days notice of a shift change, except where an emergency necessitates a shift change within a shorter period of time.
- I. All Township employees who are required to work four (4) hours or more beyond their regular scheduled eight (8) hour shift or twelve(12)hour shift(dispatchers) shall be provided with a meal at the expense of the Township.
- J. All Township employees and Police Dispatchers authorized to work overtime may, at the employee's discretion, be compensated at time and one half (1½) or compensation time off.
- K. Employees who serve out of their classification for a total of fifty (50) calendar days during any calendar year will receive pay for the time served at an hourly rate based on the classification in which the service was performed.

ARTICLE 11 PAY PERIODS

- A. All wages shall be due and payable in full every second week, at the end of the shift on Thursday, but not earlier than 3:00 P.M. nor later than 9:00 A.M. on Friday.
- B. One (1) week's pay may be held, by the Township.
- C. When the regular payday occurs on a holiday, the Township shall pay the employees, at the end of the shift but no later than 9:00 A.M. on the regular work day immediately preceding the holiday. In such instances the pay check shall be the date the payment is made and not the holiday date.
- D. With each paycheck, employees shall be provided with a statement of gross earnings hours worked, hourly rate and an itemized statement of all deductions and credits made for any purpose.

ARTICLE 12 SALARIES

- A. All employees, covered by this Agreement shall receive the following salaries. (See Wage Schedule Page Appendix A)
- B. Shift Differential
Police Radio Dispatchers shall receive a shift differential of eight percent (8%) for the 7:00 p.m. to 7:00 a.m. shift.

ARTICLE 13 LONGEVITY

- A. All full time employees shall receive longevity pay as hereinafter provided.
- B. Longevity percentages will be paid only on an employee's straight time daily rate.
- C. The number of years of service shall be years of full-time service since the employees' last date of hire and shall not include any years of part-time service.
- D. Longevity payments will be paid yearly in a lump sum by separate check in each year's earnings in the payroll period following the employee's anniversary date of hire.
- E. If an employee terminates his employment prior to the anniversary date of hire, the longevity payment will be pro-rated to the date of termination and paid in his final check. If an employee terminates his employment after longevity payment has been made, his final check shall be adjusted to reflect a pro-rated longevity payment to the date of termination.

- F. Longevity pay will be as follows:
1. On the sixth (6th) through the tenth (10th) anniversary date of hire - 2% longevity.
 2. On the eleventh (11th) through the fourteenth (14th) anniversary date of hire - 4% longevity.
 3. On the fifteenth (15th) anniversary date of hire - 5% longevity.

ARTICLE 14 SICK LEAVE

- A. Each eligible employee as herein below defined shall be entitled to fifteen (15) days of sick leave without loss of pay.
- B. Sick leave pay shall be based upon the individual employee's regular straight time daily rate of pay exclusive of shift premiums, for the day or any part of which he is absent from work because of illness.
- C. In the event of accident or illness requiring absence from work, such sick leave benefits shall commence on the first (1st) work day absent.
- D. Sick leave may not be granted to an employee until completion of the probationary period.
- E. A doctor's certificate may be required at the Township's option as a condition for payment of sick leave, only (1): where an employee is absent in excess of ten (10) days in eight (8) consecutive months, except with respect to a period of time during which an employee is hospitalized, and (2), when an employee is absent for three (3) consecutive days, the expense of the doctors' certificate will be his and not the Township's. Abuse of sick leave shall be cause for disciplinary action.
- F. Sick leave benefits shall be integrated with welfare payments, worker's compensation or disability income.
Under no circumstances will any combination of sick leave benefits with welfare, worker's compensation or disability income benefits exceed an employee's regular straight time base rate of pay or weekly rate of pay. The Township may also require a certificate of hospitalization.
- G. Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the Township.

- H. In case of leave of absence due to exposure at work or not at work to contagious disease, a certificate from the Department of Health shall be required, but not at the Township's expense.
- I. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee was capable of performing his normal duties and that his return will not jeopardize his health, the health of the other employees, or the public health.
- J. An employee shall be entitled to sell back to the Township all accrued sick leave not used at the time of the employee's retirement upon 25 years or more of service. The amount of compensation shall be fifty percent (50%) of the accumulated sick leave at the employee's then current rate of pay. The maximum amount of compensation shall be \$3,500.00.

ARTICLE 15 MILITARY LEAVE

- A. The Township agrees to provide all employees with military leave in accordance with Federal and State Statutes.

ARTICLE 16 JURY LEAVE

- A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Township the difference between his daily base rate of pay, up to a maximum of eight (8) hours and twelve (12) hours for police dispatchers, and the daily jury fee, subject to the following conditions:
 - 1. The employee must notify his supervisor immediately upon receipt of a summons for jury service;
 - 2. The employee has not voluntarily sought jury service;
 - 3. No employee is attending jury duty during vacation and/or other time off from Township employment, and;
 - 4. The employee submits adequate proof of the time served on the duty and the amount received for such service.
- B. If, on a given day an employee is attending jury duty, he or she is released by the Court prior to eleven o'clock a.m., that employee shall be required to return to work by twelve o'clock noon that day in order to receive pay for that day.

ARTICLE 17 FUNERAL LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay at straight time daily rate from the day of death up to and including the day of the funeral, but in no event to exceed five (5) scheduled working days. Spouse and children would receive seven (7) days off with pay.
- B. The term "immediate family" shall include grandparents, parents, children, grandchildren, nieces, nephews, spouse brother, sister, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, legally adopted children, and half-relative(s) and step-relative(s).
- C. In the event of death in the employee's aunt, uncle or cousin, the employee shall be granted time off without loss of pay at straight time daily rate for the day of the funeral, in no event to exceed two (2) scheduled working day.
- D. Time off with pay, as provided in this section, is intended to be used for the purpose of handling necessary arrangements and attendance of the funeral of the deceased member of the immediate family.

ARTICLE 18 LEAVE OF ABSENCE

- A. Any permanent employee desiring a leave of absence without pay from the Township shall secure written permission from the Township with notice to the Union.
- B. Approval of such a leave of absence shall be at the sole discretion of the Township. Approval shall not be unreasonably withheld.
- C. The maximum leave of absence shall be for thirty (30) days, and may be extended for like periods at the sole discretion of the Township up to a maximum of ninety (90) days.
- D. Permission for extension must be secured from the Township with notice to the Union.
- E. During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved, and may result in the employee's loss of employment with the Township, at the Township's sole discretion.
- F. The employee shall be responsible for the continued payments for, and may make suitable arrangement with the Township for the continuation of benefits.

ARTICLE 19 UNION LEAVE

- A. Wherever practicable, meetings between representatives of the Township and the Union for the negotiation of terms of the Agreement shall be scheduled during non-working time of affected employees.

ARTICLE 20 HOLIDAYS

- A. The following are the paid holidays to be given to the employees covered by this Agreement:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Monday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

- B. When a holiday falls on a Saturday, it shall be observed by the Township on Friday and when a holiday falls on a Sunday, it shall be observed by the Township on Monday. In the event of Easter Monday, the holiday shall be observed on Easter Sunday for Police Dispatcher only. Police dispatchers will observe the holiday on the actual day of the holiday and be paid holiday pay accordingly for that day.
- C. An employee will not be paid for a holiday if he does not work a normally scheduled day before and after the holiday, unless the employee works on the holiday.

ARTICLE 21 VACATIONS

- A. Employees covered by this Agreement shall be entitled to vacation leave with pay at straight time daily rate according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF DAYS VACATION</u>
1yr-5yr	12 days
6yr- 10yr	15 days
11yr-14yr	20 days
15yr-20yr	21 days
21+	24 days

This paragraph shall not be interpreted to give more than twelve (12) days vacation in any calendar year during the first (1st) five (5) full years of service; nor more than fifteen (15) days of vacation in any calendar year during the sixth (6th) through the tenth (10th) year of service inclusive; nor more than twenty (20) days of vacation in any calendar year during the eleventh (11th) through the twentieth (20th) year of service inclusive; nor more than twenty-four (24) days of vacation during any year of service beginning with the twenty-first (21st) year.

This paragraph shall not be interpreted to give more than twelve (12) days vacation in any calendar year during the first (1st) five (5) full years of service; nor more than fifteen (15) days of vacation in any calendar year during the sixth (6th) through the tenth (10th) year of service inclusive; nor more than twenty (20) days of vacation in any calendar year during the eleventh (11th) through the twentieth (20th) year of service inclusive; nor more than twenty-four (24) days of vacation during any year of service beginning with the twenty-first (21st) year.

- B. The vacation period shall be the calendar year from January 1 through December 31.

By March 31st of every year vacations shall be scheduled by the respective Department Heads placing on the appropriate bulletin board a list of employees according to seniority, and a list of the vacation periods which

are open. Employees shall be given preference according to departmental seniority, wherever practicable, and consistent with continued efficient operation. This choice will remain available until March 31st of each year. When selected, no vacation chosen can be changed without the Department Head's permission and only to an open week. After April 1st of each year, seniority shall not be a consideration in the selection of a vacation.

For purposes of this paragraph the appropriate bulletin board shall be for the Highway Employees, the one at the Highway headquarters; for all other employees, the one at the first floor of the municipal building.

- D. Any employee covered by this Agreement who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken, effective thirty (30) days prior to the date of retirement.

- E. In the event that an employee is entitled to vacation leave at the time of his (or her) death, his (or her) widow or his (or her) estate shall receive the earned vacation pay.
- F. In the event that an employee is entitled to vacation leave at the time of his termination for any other reason, he shall receive payment for any earned vacation as part of his final pay.
- G. Vacation time may be carried over only from one year to the next, but not beyond that one succeeding year, unless upon the written request of the employee the Township Manager extends the period for which vacation may be carried forward.

ARTICLE 22 PERSONAL DAYS

- A. Each employee in the bargaining unit shall receive three (3) paid days off which he may use for his personal business.
- B. Two working days notice shall be given by the employee to his department head of his intention to use a personal day.

ARTICLE 23 HEALTH BENEFITS

- A. The Township shall provide each employee and his family with the following coverages paid in full by the Township:
 - 1. U.S. Health Care HMO Coverage
 - 2. Blue Cross/Blue Shield Medi Group HMO Coverage. The Union agrees to remove this item at such time that there are no more members of the bargaining unit covered by this carrier.
 - 3. Life Insurance \$15,000.00 for employee only
 - 4. Dental -\$1500.00 maximum total benefit
 - 100% Preventative Coverage
 - 80% Basic Coverage
 - 50% Major Coverage
 - 5. Prescription coverage as provided by Teamsters Local Union No. 169 Health and Welfare Fund.
 - * At present coverage is provided by Camden/Burlington Health Insurance Fund.
- B. The Township shall reimburse an employee up to a maximum of \$50.00 for replacement of eyeglasses broken while on duty.
- C. The Township agrees to provide for participation in the State Disability Program effective January 1, 1999.

- D. Members of the unit who with pension allowance granted and paid under the provisions of the Public Employees Retiree System (PERS) shall receive a cash payment reimbursement not to exceed \$7,500.00 annually to help defray the cost of obtaining health insurance with the following conditions:

1. The retired employee will submit to the Township Manager all receipts/canceled checks by December 1st of each year, as proof of obtaining Health Insurance coverage. Reimbursement to retired employees will be made annually during the month of December but no later than thirty (30) days from submission of said receipts/canceled checks.

Payment for township insurance coverage by the retired employee will be by check (no cash) and made payable to "Township of Maple Shade." All payment to be received in the Office of the Township Treasurer by the 1st of each month.

ARTICLE 24 UNIFORM ALLOWANCE

- A. The Township will pay to all employees of the Department of Public Works and full time Police Dispatchers covered by this contract, a uniform allowance as follows:

1. Dispatchers: based on payment by separate check, 2009, \$555.00; 2010, \$575.00; and 2011, \$595.00.
2. Road Department: cash payment of 2009, \$505.00; 2010, \$525.00; and 2011, \$545.00.

ARTICLE 25 SCHOOLING

- A. Where an employee is required to go to school, or desires to go to school for a course approved by the Township Manager as reasonably related to his job classification, the employee shall be paid the federal rate per mile, tuition and the cost of required materials, provided that the employee passes the course and submits proof to the employee's Department Head. The Township will follow seniority when deciding who will attend schooling.
- B. If an employee is required to go to school, in addition he shall be paid for his time in attendance at his straight time daily rate.
- C. DISPATCHERS ONLY - Matron Duty training will be made available to all female police dispatchers.

ARTICLE 26 INJURY PAY

- A. In the event an employee is injured on the job, he shall sustain no loss of pay for the balance of the day and he shall go forthwith for medical attention.
- B. The injury shall be substantiated by a doctor or hospital report.
- C. The employee shall also be paid in the event it is impossible for follow-up treatment other than during working hours.
- D. Sick Leave Injury
1. An examination shall establish whether the employee is capable of performing his or her work duties and that the return to employment will not jeopardize the health of the employee or that of other employees.
 2. The appointing authority shall set the date of the examination to assure that it does not cause undue delay in the employee's return to work.
 - a. An employee who is disabled from a work-related injury or illness shall be granted a leave of absence with pay.
 - b. An employee who can return to work on a part-time basis and if part-time work is available, shall be compensated for the hours actually worked and receive sick leave injury benefits for the hours missed due to the disability.
 - c. Sick Leave Benefits shall be reduced by the amount of workers compensation awards.
 - d. Benefits are limited to: One (1) weeks full pay plus an additional one (1) weeks full pay for each year of service of the employee with the Township.
 - e. Sick Leave Injury shall not affect the employee's vacation, personal days or sick leave benefits as provided in this Agreement.

ARTICLE 27 SAFETY

- A. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property, other than is inherent in the job.
- B. Employees shall immediately report all defects of equipment or dangerous conditions of work in writing to the employee's Department Head.

- C. The Township shall not ask or require an employee to take out equipment that has been previously reported in an unsafe operating condition until same has been approved as being safe by a proper Township Official.
- D. No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused entirely by the employee's gross negligence or improper act.
- E. Any employee involved in an accident shall immediately report said accident and any physical injury or property damage sustained by himself or anyone else.
- F. When required by the Township, the employee, before going off duty and before starting his next shift, shall make out an accident report in writing, on Township time, on forms furnished by the Township, and shall turn in all available names and addresses of witnesses to the accident.
- G. The Township shall maintain, in good repair, sanitary conditions for its employees, such as toilets and hot and cold running water.
- H. The Township reserves the right to discipline, up to and including termination. Any employee whom it is proven deliberately destroyed or rendered useless any Township or other person's property.

ARTICLE 28 SENIORITY

- A. Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire.
- B. An employee's seniority shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury.
- C. Seniority shall be lost and employment terminated if any of the following occur:
 - 1. discharge with cause;
 - 2. resignation;
 - 3. failure to return promptly upon expiration of authorized leave;
 - 4. absence for five (5) consecutive working days without leave or notice, and;
 - 5. engaging in any other employment during a period of leave.

- 6. failure to return after recall, or within two (2) years of lay-off;
 - 7. if an employee leaves the bargaining unit for any reason, even though he maintains employment with the Township; also, if the employee returns to the bargaining unit, his seniority begins from the date of his most recent entry into the bargaining unit.
- D. If the Township establishes different starting times for employees in the same job classification, the senior man shall have the choice.
 - E. Once each year, during the month of January, the Township shall compile and submit to the Union in writing, and then shall post on each bulletin board listed in Article V, a list or lists of seniority as to the Township, the department, and the job classification from the Township records. Any employee hired after said posting shall have their names added to this list in order of date of hire, and the Union shall be notified of such additions.
 - F. After an employee has completed his probationary period, the employee shall gain seniority status and his seniority on the list shall revert to the first day of his probationary period.

ARTICLE 29 PROBATIONARY PERIOD

- A. All employees, prior to becoming a permanent employee with the Township, shall serve a probationary period of ninety (90) days.
- B. During the probationary period, the employee may be discharged without recourse, provided that the Township may not discharge or discipline for the purposes of evading this Agreement or discriminating against Union members.
- C. In case of discharge within the probationary period, the Township shall notify the Union in writing.

ARTICLE 30 LAY-OFF AND RECALL

- A. Should it become necessary to lay-off employees because of lack of work, or budgetary reasons, the Township shall resort to strict departmental seniority, which means the last employee hired shall be the first employee laid off, so long as the employee retained is qualified to do the work.

- B. When the Township recalls the employee, it shall be done in the reverse order in the manner they were laid off shall be the first employee to be recalled, so long as the employee to be recalled is qualified to do the work necessitating the recall.
- C. The Township agrees to give the following notice whenever making seasonal or permanent lay-offs, to the Union, the Shop Steward and the affected employees:

Permanent Employees -	45 Calendar Days
Provisional Employees -	30 Calendar Days
Seasonal Employees-	7 Calendar Days
- D. Notices must be given in writing.
- E. The Township, when recalling laid off employees, shall notify the Union, the Shop Steward and the employee in writing. Notice to the employee shall be personally delivered or mailed to the employee's last known address, and the employee shall have seven (7) days to respond to such recall notice.

ARTICLE 31 HIRING ADDITIONAL EMPLOYEES

- A. The Township shall notify the Union when any new employees are to be hired to fill positions within the terms of this Agreement.
- B. The Union shall have the right to send applicants for the job or jobs, the Township agrees to consider such applicants and give the same consideration to Union sent applicants as is given to applicants from other sources.
- C. This provision shall not be deemed to require the Township to hire Union applicants or to preclude the Township from hiring employees from other sources.

ARTICLE 32 FULLY-BARGAINED AGREEMENT

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

ARTICLE 33 SEPARABILITY AND SAVINGS

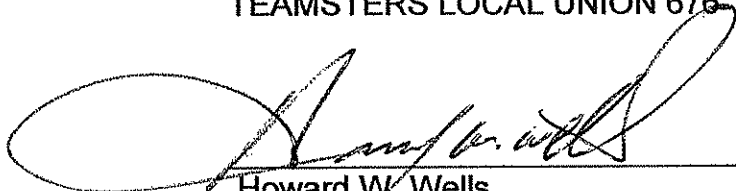
A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all language remaining in any clause, sentence or paragraph in which the offending language may appear.

ARTICLE 34 DURATION OF AGREEMENT

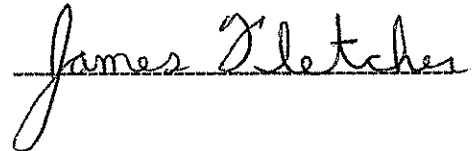
A. This Agreement shall be in full force and effect as of January 1, 1998 and shall remain in effect up to and including December 31, 2001 and shall continue in full force and effect thereafter unless or until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration date of this Agreement. Such notice following the expiration date of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Maple Shade, New Jersey on this _____ day of _____ 2006.

TEAMSTERS LOCAL UNION 676


Howard W. Wells,
President/Executive Officer

TOWNSHIP OF MAPLE SHADE
BURLINGTON COUNTY, NJ



WAGE RATE SCHEDULE- APPENDIX "A"

<u>YEAR</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	2.5%	2.5%	2.5%
<u>TITLES</u>	A	B	C
COMMUNICATIONS OFFICER	\$17.97	\$18.41	\$18.87
WATER METER READER	\$18.83	\$19.30	\$19.78
LABORER MAINTENANCE AND EQUIPMENT OPERATOR	\$19.24 \$20.88	\$19.72 \$21.40	\$20.21 \$21.93
TRUCK DRIVER A	\$20.07	\$20.51	\$21.02
Trainer Rate	\$1.00 An hour added to wage rate		