

AGREEMENT

Between

TOWNSHIP OF ROXBURY

and

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

JANUARY 1, 2016 through DECEMBER 31, 2019

**FOX ROTHSCHILD L.L.P.
75 EISENHOWER PARKWAY
ROSELAND, NEW JERSEY
(973) 992-4800**

THIS AGREEMENT made and entered into as of this ____ day of _____, 2016, between the **TOWNSHIP OF ROXBURY**, (the "Employer" or the "Township") and **LOCAL NO. 11**, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, a labor organization, located at 810 Belmont Avenue, North Haledon, New Jersey, (the "UNION").

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

ARTICLE 1. RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for full-time and part-time employees now employed or to be employed in the Garage, Road, Water, Parks, and Public Buildings divisions of the Public Works Department, excluding managerial, confidential, supervisory, office and clerical employees of the Employer pursuant to PERC R.O. #78-92 in all those matters specifically provided for herein pertaining to wages, hours, and conditions of employment. In the event the Township decides to provide Sanitation services in-house rather than through a contractor, the employees who are hired to perform same will be members of Local 11.

Section 2. The bargaining unit shall consist of all employees in the following Public Works Divisions: Garage, Road, Water, Parks, and Public Buildings excluding managerial, confidential, supervisory, office and clerical employees of the Employer.

Section 3. Wherever used herein the term "employees" shall mean and be construed as referring to employees assigned to one of the following divisions of the Public Works Department: Garage, Road, Water, Parks, and Public Buildings.

ARTICLE 2. UNION SECURITY

Section 1. It is agreed that at the time of hiring, the Employer will inform newly hired employees who fall within the bargaining unit, that they may join the Union thirty-one (31) calendar days thereafter.

Section 2. The Union may elect, in its sole and absolute discretion, a member to act as Chief Shop Steward to serve at the will of the Union and may be replaced, if the Union deems it necessary, by another individual elected by the Union.

Section 3. Check-Off of Union Dues

a. The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9E. The Employer, after receipt of written authorization from each 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 communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

c. The Employer agrees to forward the full name and address for-all new employees who become eligible for membership. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reasons thereof.

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 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

b. Prior to the beginning of each membership year, the Union will notify the Employer in 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 be equal to 85% of that amount.

c. 1. In January of 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 paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

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

ii. 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 employees employment in a bargaining unit position, whichever is later.

c. 3. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

c. 4. 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 10 days after the Employer received said notice.

c. 5. 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 30-day period. The list will include names, job titles and dates of employment for all such employees.

c. 6. The Union 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 Union membership shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE 3. GRIEVANCE PROCEDURE

Section 1. A grievance shall be a claim 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 five (5) workdays 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.

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.

b. **Step 1.** The grievance, when it first arises, shall be written up on the Union grievance form and presented by the employee and Shop Steward to the Public Works Director. The Public Works Director shall within five (5) working days thereafter give a written decision on the grievance.

c. **Step 2.** If the decision given by the Public Works Director does not satisfactorily settle the grievance, the Union shall notify the Township Manager within three (3) working days of its desire to meet with the Township Manager, who shall meet with a representative of the Union within five (5) working days after receipt of such notice. The aggrieved and the Public Works Director may be present at the meeting. A written decision on the grievance shall be given to the Union within five (5) working days thereafter. In the event the grievance is not satisfactorily settled by the meeting between the Township Manager and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the New Jersey Board of Mediation to aid them in the selection of an arbitrator, according to the rules and regulations of the State, who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

Section 4. The arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this Agreement. He shall not have the power to consider the termination of services of or failure to re-employ any probationary employee; any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in provisions of Title 40, N.J. Statutes. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Township Manager and the Township Council and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement. The arbitrator shall have no authority to establish pay rates. In the event that a case is appealed to an arbitrator which he determines is not arbitrable, it shall be referred back to the parties as non-arbitrable and without decision or recommendation on its merits. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 5. The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Employer and the Union.

Section 6. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Township until such grievance and any effect thereof shall have been fully determined.

Section 7. The Chief Steward shall be permitted to attend grievance hearings without loss of pay, and, with the permission of the Township Manager, shall be permitted to handle grievance problems without loss of pay.

ARTICLE 4. SENIORITY AND EMPLOYMENT

Section 1. The Employer shall establish and maintain a seniority list of employees, names and dates of employment from the date of last hire on 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 foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer, to be posted annually.

Section 2. In the event of a temporary absence or shortage of personnel within a division, the Employer shall fill the shortage in the following manner:

- a. The Employer will fill the vacancy from the lesser classification with the highest seniority employee within the division qualified to perform the work.
- b. If no qualified employees are available within the given division, replacement will be sought from the other divisions in the unit, from like classification first, and thereafter as outlined in paragraph (a).
- c. If no qualified employees are available, then the Employer may seek a replacement from outside the bargaining unit.
- d. The Employer may reassign employees between divisions on a temporary basis when those employees are in the same job classifications. This reassignment shall not exceed ten (10) working days unless the employee so agrees.
- e. The Employer may reassign employees on an emergency basis between divisions and job classifications if a task must be completed for the health and/or safety of the Township.
- f. Notwithstanding anything to the contrary above, Employees hired prior to January 1, 2016 with CDLs holding the position of Laborer 2 or Driver 1 shall be given the opportunity to fill the vacancies of the Driver 2 positions.

Section 3. Other than seasonal and part-time employees, 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.

Section 4. Probationary Period

The first ninety (90) working days of employment for all new employees shall be considered a probationary period. Employer can extend for additional 30 days upon notice to the union.

Section 5. Job Vacancies, New Jobs Created

a. If new jobs are created or if permanent vacancies occur which the Employer intends to fill, the Employer shall determine the qualifications required for the position and shall post a notice of such new job or vacancy on the bulletin board for a period of ten (10) working days. Such notice shall contain a description of the job, the rate, and when the job will be available.

b. Departmental employees interested in vacancies, in order to be eligible, must sign the notice. Preference will be granted on the basis of divisional seniority provided the applicant has the necessary skill, experience, and ability to perform the work required. However, all other divisional employees and employees in other divisions are eligible to bid. The Employer shall determine which, if any, of the applicants meet the qualifications. The most senior of those determined to be qualified shall be deemed the successful bidder. If an employee is dissatisfied with the determination of the Employer, said employee may institute a meeting with the Public Works Director within three (3) calendar days after the notification of the selection is made; however, the decision of the Director may be made a subject for the Grievance Procedure.

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 ten (10) working days required under Section 5(a) above.

d. Any employee so selected to fill such job shall be granted a probationary period of thirty (30) days, which may be extended for an additional thirty (30) days. If it shall be determined by the Employer at or prior to the completion of the probationary 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 new job as of the day that person begins the trial period. If removed from the position during or at the end of the trial period, the employee shall receive no lower rate of pay than the employee was receiving prior to the promotion.

e. The Employer shall establish the hourly rate for any new or materially changed job title 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.

Section 6. Force Reduction

a. The Employer agrees that it will not engage any new employees in the Department unless all of the regular, full-time-qualified 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 lowest paid job classification in the department shall be laid off unless an employee who is retained is qualified to perform the duties of that classification. The employee with the least seniority shall be laid off first and in re-hiring, the reverse principle shall apply; namely, the last employee laid off shall be the first to be re-hired. Example: reduction of one position in top classifications according to seniority until the least senior employee in the lowest classification is laid off.

c. In the event of a reduction in the number of persons in 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 qualified to perform the duties and is of greater seniority than the employee being bumped.

d. An employee's seniority shall cease under the following conditions: resignation or termination of employment for cause; layoff of more than six consecutive months.

e. **Apprentice Training Program.** The Employer may establish an Apprentice Training Program ("A.T.P.") to provide the experience and training necessary for promotion to higher paying positions represented by the Union.

Applicants for the A.T.P. will be selected through the bid process as outlined in Article 4, Section 5. Applicants will be selected based upon their having the necessary ability to perform assignment and the other factors as outlined in Section 5.

If a member has not had 720 hours of direct performance of the tasks of the new assignment, then the member will be assigned to the A.T.P.

The A.T.P. will consist of 90 working days of in service training. Upon completion of this on the job training, the applicant's performance will be evaluated by his supervisor, the Public Works Director, and the Township Manager. If in their opinion further documentation of the applicant's skills are necessary, then a performance test will be conducted. Based upon this evaluation and/or performance test, the applicant will be either promoted to the new position or returned to his prior position. If promoted, the normal probationary requirements of Section 5 will prevail.

If the applicant is not promoted, his rate of pay for work performed during the A.T.P. will remain at the level of his permanent position.

If the applicant is promoted, his salary will be adjusted to the new rate of pay for the new position effective 45 working days after his entry into the A.T.P.

If, during the A.T.P., the applicant should demonstrate his inability to perform the assigned tasks, he may be removed from the A.T.P. and returned to his prior position.

The above-mentioned selection and evaluation process and determination of the capabilities of the employee are managerial functions and are not subject to grievance procedures.

ARTICLE 5. HOURS OF WORK AND OVERTIME

Section 1. The normal workweek shall comprise five (5) consecutive days of eight (8) hours each with two (2) consecutive days off. Any employee to be assigned to an alternate work shift or workweek shall receive at least a five (5) day notice of the change in schedule. Newly created positions requiring shifts or work weeks other than those in existence on the effective date of this contract, shall be posted in accordance with the provisions of Article 4, Seniority, Section 5.

The Employer reserves the right to permanently adjust the starting and terminating times for each division (minimum ninety (90) days). Example: summer hours.

Section 2. Any work performed beyond eight (8) hours in any one day of the normal work week shall be considered overtime and be compensated at one and one-half (1-1/2) times the regular hourly rate of pay. Any work performed on the 6th or 7th day of the employee's normal work week shall be considered overtime and shall be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay. Holidays listed in Article 6 Section 1, when no work is performed, shall be counted as a day worked in calculating overtime pay.

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. The Employer shall notify the employees of any scheduled Saturday or Sunday work not later than the end of the shift on Thursday of that week only if such Saturday or Sunday work is scheduled prior to the end of the shift on Thursday of that week. Nothing contained in this paragraph shall be construed to be a guarantee of overtime if such is scheduled nor shall the right of the Employer to cancel such scheduled overtime be limited.

Section 5. The Union recognizes the right of the Employer to require members to report for overtime work during emergency conditions such as, but not limited to, adverse weather. The Union will encourage and require its members to be available for and respond to such emergency call-in in accordance with the procedures contained in Section 9 of this Article.

Section 6. In the event an employee reports for a regularly scheduled work shift without having been previously notified that there is no work, the said employee shall be guaranteed four (4) hours pay at said employee's rate of pay.

6(a). Employees whose regular scheduled work hours include Saturday and Sunday will have their regular hourly rate increased by 10% for those regularly scheduled hours worked on Saturday and Sunday. No full-time employee's regular scheduled work hours shall include Sunday. (Except Water Department regular rounds and Parks Department employees for the life of this Agreement).

6(b). The Township may schedule a weekend shift including Sunday for two parks maintenance division personnel from April 1st through November 30th. A maximum of two full time employees (one being seasonal) may be assigned when required. Preference for the position will be as follows:

1. Position posted as per Article 4 Section 5.
2. Should no employee sign the posted position, the position will be assigned to the least senior, non-probationary full time employee in the division.

If an employee performs the work of the foreman or supervisor, their hourly rate shall be adjusted by 10% of that employee's current rate for the amount of time worked in that title.

Section 7. Overtime shall be distributed equally as practical on a rotating basis among divisional employees qualified and capable of performing the work available in a division, except that an employee shall not be removed from a job if the said employee has been performing the job on that day in order to provide such equitable distribution of overtime in each division. The Union shall maintain the rotation roster on a hours-worked basis. Employees declining overtime shall have their record charged with equal overtime to the overtime worked. When the task to be performed on an overtime basis requiring the calling in of personnel must be accomplished in a short period of time and can be accomplished in less than two (2) hours, the Supervisor may call in those employees residing within the Township who can respond within 15 minutes.

Section 8. 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 three (3) hours work at the overtime rate.

Section 9. Except in case of emergency or in the event of performance of an assigned job, no seasonal or part-time employee shall perform in excess of forty (40) hours per week the duties of employees in the bargaining unit, nor shall seasonal or part-time employees be hired or retained if regular permanent qualified employees are on a temporary lay-off due to a reduction in force.

Section 10. Employees shall be entitled to take one ten (10) minute coffee break between the hours of 7:00 am and 11:00 am without loss of pay. Coffee breaks will be taken on the job.

Section 11. Employees shall be granted forty-five (45) minutes of non-working time inclusive of travel time, for lunch.

Section 12. When an employee, is required to work in excess of ten (10) hours or more, said employee shall be granted a second one-half (1/2) hour lunch period at no loss of pay for such lunch period at the conclusion of ten (10) hours and shall be granted an additional one-half (1/2) hour lunch period for each four (4) hours over the above mentioned ten (10) hours. Meals shall be paid at the rate of \$7.00 breakfast, \$8.00 lunch and \$11.00 dinner.

Section 13. In the event a qualified employee is temporarily transferred to a higher pay classification and performs the duties of that classification for more than the four (4) hours, the employee shall receive the rate of pay for the higher classification for the total hours worked, except if the employee is in the Apprentice Training Program. An employee temporarily transferred to a lower pay classification shall suffer no reduction in pay. The Township shall not replace the lower classification employee initially assigned to the higher pay classification with another lower classification employee in the same work day in order to avoid paying the higher rate of pay unless the first employee so agrees.

Section 14(a). Supervisors will not perform work normally performed by members of the bargaining unit, except for training and emergency conditions, if such performance deprives an employee of the opportunity of working a higher-rated job or to work overtime, except in the Equipment and Repairs Division. Supervisors may perform the overtime when bargaining unit members within their division are not available.

Section 14(b). Assistant Supervisors and foremen will function as working foremen within their Division. Their performance will not reduce the work week of existing bargaining unit members in the Division, nor deprive a division member the opportunity of working a higher-rated job or to work overtime.

Section 15. Employees shall clock-in and clock-out promptly in accordance with procedures established by the Employer. Employees reporting late will be docked in fifteen (15) minute increments. Overtime will be paid in excess of fifteen (15) minutes after the regular work shift and retroactive to the end of the regular work shift.

ARTICLE 6. HOLIDAYS

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

New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving Day
Good Friday	Christmas Eve (1/2) Day
Memorial Day	Christmas Day
Independence Day	Four Holidays of choice -
Labor Day	prior approval subject to
Veterans Day	manpower needs

Section 2. Employees who work on any of the above holidays shall be paid for such work at the rate of two and one-half (2-1/2) times the employee's regular rate for all hours worked which shall include the holiday pay for the first eight (8) hours. To be eligible for holiday pay, said employee must work their scheduled workday before and the scheduled work day after the holiday unless the day is an excused day with pay for verified illness or vacation. Medical certification may be required if absent during a holiday week.

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

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or additional day of vacation.

ARTICLE 7. VACATIONS

Section 1. The Employer agrees to grant to all employees within the bargaining unit vacations with pay in accordance with the following schedule:

A. New employees shall receive 10/12 of a vacation day per full month worked, not to exceed ten (10) days for the first calendar year.

B. **Vacation Schedule**

Year one through five	10 days per year
Sixth year	11 days per year
Seventh year	15 days per year
Eighth year	16 days per year
Ninth year	17 days per year
Tenth year	18 days per year
Eleventh year	19 days per year
Twelfth year	20 days per year
Thirteenth year	21 days per year
Fourteenth year	22 days per year

Fifteenth year	23 days per year
Sixteenth year	24 days per year
Seventeenth year	25 days per year

All employees hired after January 2008 shall only be entitled to a maximum of 20 days per year upon attaining 12 years of service and thereafter.

If, after this agreement is executed, the Township and another union enter into an agreement which increases the number of vacation days above this amount for employees hired after January 2008 with 12 or more years of service, then this benefit shall also apply to the members of this unit and the preceding sentence shall no longer be in effect.

Section 2. Any new employee may not accrue nor take vacation leave until they have worked for the Township for at least six (6) months.

Section 3. Vacation days for all employees who have been with the Township for at least one (1) year shall be made available to the employee on January 1st of the calendar year. Employees shall notify their Supervisor of their requested vacation schedule by March 15th, although vacations may be taken at any time during the year. If an employee should terminate employment during the year, the amount of actual vacation to which he is entitled shall be based upon the ratio of the number of weeks actually worked to the entire year. The employee shall then be compensated for this accrued but unused vacation or he shall reimburse the Township for unaccrued but used vacation.

Section 4. The Township reserves the right to schedule vacations in accordance with the manpower needs and job assignments of the Township. The Township shall assign the first two weeks of vacation on the basis of the Department seniority of the employees. Selection of vacation periods in excess of two weeks shall be made after all other vacations have been scheduled. Eligible employees may take all of their vacation in consecutive weeks if permitted by the work schedule as determined by their supervisor.

Section 5. Vacations shall be taken between January 1st and December 31st, inclusive. Any employee may carryover one week vacation to the next year, however, any vacation time that is carried over must be used by June 30th of the following year or it will be forfeited. The employee must advise the Public Works Director of his intention of doing this by December 1st and must indicate when he wishes to use the vacation in the subsequent year.

Section 6. The vacation schedule in Section 1 is based upon an eight (8) hour day, forty (40) hour week. Any employee assigned to an alternate work schedule shall receive an equivalent number of hours of vacation leave.

Section 7. Purchase of Vacation Leave

In the event of extenuating circumstances, an employee may return to the Employer up to forty (40) hours of accrued unused vacation for payment at his/her established hourly rate. If an employee opts for this selling of vacation leave, he must do so before September 30th or notify the Employer September 30th that he wishes to employ this option by December 30th.

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 with a ninety (90) day extension, without loss of seniority rights. Requests for leave of absence and/or extensions shall be in writing. Such a leave may be granted to employees who are temporarily disabled 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, or hours of work, or increased compensation. Employees seeking leave of absence without pay shall submit such a request in writing, stating the reason, 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 Township Manager 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.

d. The Township shall comply with the Family Medical Leave Act in accordance with the Township's Employee Personnel Manual Article III Section 6.

Section 2. Paid Sick Leave

a. Twelve (12) days paid sick leave each year, earned at the rate of one (1) day per month worked, shall be granted to all employees and same shall be cumulative from year to year.

b. The Supervisor of the respective unit to which an employee is assigned shall require all employees to present a doctor's statement or other proof of illness after three (3) days or after one (1) day in cases of suspected abuse of sick leave.

c. For employees injured on the job and eligible for Workmen's Compensation benefits, the Township will supplement the amount of insurance coverage to provide that each employee shall receive full pay based upon his regular rate of pay for the first six (6) month

period of the injury. An additional six (6) months may be granted with the approval of the Township Manager. Employees will not be charged with sick leave while receiving Workmen's Compensation benefits.

d. Employees requesting sick leave must notify their Supervisor within 15 minutes before or after their assigned starting time or their pay will be docked for all unreported time.

e. Definition. "Sick Leave" shall mean paid leave that may be granted to each full time and regular part-time employee who, because of sickness or injury, becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

f. Employees shall be allowed to accumulate sick time on an unlimited basis. Upon retirement, employees shall be allowed to sell back up to 120 days of sick time at a rate of \$30.00 per day. Employees who had over 120 days of sick leave accumulated as of January 1, 2004 will be grandfathered, under the conditions of the previous contracts.

g. If an employee uses three (3) sick days or less in any given calendar year the Employer will provide the employee with a half of a percent (.5%) of his/her annual salary as a bonus. Payment shall be made the first pay period in January of the following calendar year. Employees must be actively employed as of the date payment is made to receive the sick leave incentive bonus. The bonus shall be paid in a separate check.

Section 3. Bereavement Leave Pay

Employees shall be granted up to three (3) working days off with pay at the employee's straight time rate to attend to the necessary arrangements and funeral for an employee's spouse, child, parent, sister or brother, grandparents, mother/father-in-law and brother/sister-in-law or other members of the employee's household. One (1) day off with straight time pay shall be granted to an employee to attend the funeral or arrangements for an aunt, uncle or cousin of an employee or employee's spouse. Employees may receive an additional two (2) days of bereavement leave at the discretion of the Township Manager for good reason.

Section 4. Jury Duty

An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed by the Court and a day's pay at straight time pay 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.

ARTICLE 9. VETERANS RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enter military service pursuant to N.J.S.A. 40:46-11 now in force, or to be enacted, shall be maintained during such initial period of military service. Each such employee shall have the right to 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. In order to be reinstated the veteran must submit an application within ninety (90) days to the Employer after being 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 pay for scheduled working time lost.

Section 4. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for military service.

ARTICLE 10. WELFARE AND PENSION BENEFITS

Section 1. Health Benefits

- a. The Township agrees to provide Local 11 members and their dependents medical insurance. The Township agrees that for at least the duration of this Agreement, all Local 11 members, except as otherwise provided, shall have medical insurance pursuant to the State Health Benefits Program's ("SHBP") Direct 15 Plan. The Township reserves the right to change its Health Benefit Administrator and/or Carrier and plan options or self-insure as long as the benefits are overall comparable to or better than the SHBP's Direct 15 Plan. Local 11 members who have twenty years of service credit in the New Jersey Public Employees Retirement System, as of June 28, 2011 and who are hired by the Township prior to January 1, 2013, shall have the option of selecting the SHBP Direct 10 Plan as their base plan.
- b. All medical insurance benefits and costs of the SHBP's Direct 15 Plan, and/or Direct 10 Plan, shall be governed by the SHBP's plan documents and the Township shall not be liable for any additions, deletions, changes, alterations, or modifications made to the Direct 15 Plan or Direct 10 Plan by the State of New Jersey. Members and their dependents who have questions regarding their medical insurance benefits, the administration, costs or any other issue regarding the Direct 15 Plan or Direct 10 Plan are

directed to visit the State of New Jersey Division of the Treasury's website for more information.

- c. Local 11 members and their dependents shall be responsible for any premium contributions for the Direct 15 Plan or Direct 10 Plan, and any subsequent increases, in an amount not less than 1.5% of their annual salary as required by Chapter 78, P.L. 2011, as amended. Premium contributions shall be automatically deducted from members' paychecks in equal amounts twice a month in accordance with the Township's regular payroll schedule. If a member is eligible for the Direct 15 Plan as their base plan and elects to enroll in the Direct 10 Plan, he/she shall be required to pay the difference in costs between the two plans as well as the premium contribution required by Chapter 78 P.L. 2011, as amended – which currently is at least 1.5% of their annual salary.
- d. All bargaining unit members shall have the individual right to waive, or "opt out" of, health insurance coverage offered by the Township, provided that such members can demonstrate proof of alternative insurance coverage. A member may "opt out" or "opt in" to the Township's health insurance coverage only during periods of open enrollment as dictated by the Township and/or the SHBP. In the event of a life altering event as defined by the SHBP Plan, a member who "opted out" of coverage shall be permitted to regain coverage.
- e. Upon retirement members will retire with the SHBP plan, either Direct 15 or Direct 10 that they had when they were employed by the Township, however, if a member who had the Direct 15 Plan as an employee and would like to have any other coverage, i.e. Direct 10 benefits during retirement, he/she will have to pay the difference in cost between the two plans. The retiree will be required to make monthly payments in advance to the Township to cover the cost of the differential in premium costs. The Township will notify the retiree to whom and when said payments must be made.

Section 2. Temporary Disability Insurance

The Employer shall provide Disability Insurance as provided by the State of New Jersey, Department of Labor and Industry, Division of Unemployment and Disability Insurance, or an alternate plan providing equal benefits.

Section 3. Educational Fund

Effective January 1, 2016, the Employer agrees to contribute two cents (\$.02) per hour to Teamster Local 11 Educational Program for all hours an employee receives pay. Such Fund is to be administered in accordance with the Local 11 Benefit Plan Trust Agreement by an equal number of Employer and Employee Trustees.

Section 4. The Employer shall provide the following after the conclusion of the employee's probationary period:

- a. **Uniforms:** - The Employer will provide five (5) T-Shirts on an as needed basis in March of each year. Employer shall provide employees with uniforms and one set of rain pants and jacket annually. Employer shall provide employees with two hundred dollars and no cents (\$200.00) annually for the purchase of boots and other gear. Uniform allowance shall be in a separate non-payroll check. Employees shall be responsible for the payment of taxes, if any, for the uniform allowance and the Employer shall provide each employee with a 1099, if necessary. The Employer will inspect and determine the replacement of winter overalls.
- b. Uniforms are to be worn on the job and employees who report to work without proper uniforms and/or that are not in good repair may be sent home by their supervisor to obtain their uniform and may have their pay docked for this lost time. Uniforms are not to be worn off the job except in travel to and from work.
- c. Uniforms that are damaged by the employee when off the job shall be repaired or replaced by the employee.
- d. The Employer and the Union shall meet and confer on uniform specifications.
- e. If employees do not receive replacement uniforms within a reasonable amount of time, employees may request a meeting with the Public Works Director and their respective Shop Steward to discuss the reason for the delay.

All employees shall receive two (2) pairs of quality work gloves which shall be replaced on an as needed basis.

Section 5. The Township shall provide a one thousand dollars and no cents (\$1,000.00) annual tool allowance for mechanics. The tool allowance will be paid in a separate check within fourteen (14) days of the employee submitting a receipt to the Employer for same or will be paid directly to an authorized vendor by the Employer. Tools shall be inventoried at the supervisor's discretion. New tools purchased after January 1, 2004, and not purchased as replacements, shall be identified as the *Employee's* property.

Section 6. (Cell Phone Service Reimbursement) – The Township will reimburse employees forty dollar and no cents (\$40.00) per month for purchasing a cell phone service plan upon providing proof of service/payment to the Township's Finance Department. For efficiency purposes the Township shall only process reimbursement payments every six months. In consideration of providing the phone reimbursement employees must answer phone calls by their supervisor or the Township regardless of the day or time.

ARTICLE 11. DISCHARGE

An employee shall not be discharged except for just and sufficient cause, except that newly engaged employees on probation shall be subject to dismissal for any cause whatsoever

without appeal to the Union or Employer. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge and such notification shall set forth the reason for said discharge.

An employee who fails to report for work or is absent from work and is not on an approved leave status for three (3) eight hour shifts shall have his employment with the Employer terminated.

ARTICLE 12. 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, sex, or any other federal or state protected classification 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. If any provision of this Agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of the provision not voided shall continue to be in full force and effect.

Section 5. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been subject to negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Section 6. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by representatives of Teamster Local 11 and the Employer.

Section 7. The Shop Steward shall be a member of the Employer's Safety Committee.

7(a). It is hereby agreed by the Employer and the Union that upon the request of the Local Union President, and upon reasonable notice, the Employer shall release a Shop Steward or Stewards to attend to Union business matters and activities off premises. The past procedure for the handling of on premises matters by Union Stewards shall continue in full force and effect as heretofore.

Section 8. In the event the Employer decides to subcontract any or all of the work normally performed by the bargaining unit members and this subcontracting will result in the layoff of an existing member, the Employer will meet and confer with the Union and will make all reasonable efforts to provide alternate employment for the affected members.

Section 9. Wherever in this agreement the term "Department" is used, it refers to the entire Public Works Department of the Employer. Wherever in this agreement the term "Division" is used, it refers to one of the following component parts of the Public Works Department: Roads Division, Water Division, Parks, Building and Grounds Division, and Equipment and Repair Division.

ARTICLE 13. WAGES

Section 1. All employees covered by this Agreement shall be paid wages as provided in Schedule A attached hereto.

Effective January 1, 2016, all employees in the bargaining unit shall receive an increase of one thousand two hundred dollars and no cents (\$1,200.00).

Effective January 1, 2017, all employees in the bargaining unit shall receive an increase of one thousand two hundred dollars and no cents (\$1,200.00).

Effective January 1, 2018, all employees in the bargaining unit shall receive an increase of one thousand two hundred dollars and no cents (\$1,200.00).

Effective January 1, 2019, all employees in the bargaining unit shall receive an increase of one thousand two hundred dollars and no cents (\$1,200.00).

Section 2. Presently employed laborers who bid into Driver position shall be employed at Driver 1 status.

ARTICLE 14. SEPARATION AND SEVERANCE PAY

Section 1. Separation from the service of the Employer may result from voluntary resignation of the employee, or by the termination of said employee's services by the Township Manager.

Section 2. Accumulated sick leave shall be convertible to severance pay at the rate of thirty dollars (\$30.00) per day (unless grandfathered under Article 8 Section 2, paragraph F) upon death or retirement if the retirement is in accordance with the pension provisions of the Public Employees Retirement System. Nine (9) months prior notice to the Employer shall be required in order to be eligible for the benefits of this Section, except in the case of disability retirement or death.

Section 3. Employees who resign will tender their resignation in writing at least two (2) weeks prior to the effective date of the resignation, in order to provide sufficient time for appointing and training the successor employee.

Section 4. 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 personnel history file, as evidence of the satisfaction of all claims against the Employer.

Section 5. Upon retirement, employees who have twenty-five (25) years of service may elect to continue Dental, Vision coverage at the Employer's group rate, at their own expense. Medical benefits for retirees will be provided in accordance with Article 10 of this Agreement.

Section 6. Upon receipt of at least one (1) year's written notice of retirement and in recognition of the years of service, the employee shall be entitled to receive an additional \$1,000.00 considered as part of their base pay, which sum shall be divided by the number of payroll periods in the year and paid pursuant to the Township's standard payroll practices during the employee's final year of employment.

Section 7. Employees shall not be permitted to cash out personal days at retirement.

ARTICLE 15. EDUCATIONAL BENEFITS

Section 1. The Employer agrees to pay one hundred percent of the cost of all tuition and books for the employee enrolled at a recognized institution of higher education offering a program or course which is job related and of benefit to the Employer. To receive this reimbursement, the employee must receive prior approval by the Employer and must provide evidence of successful completion of the course to the Employer.

Any payment received from any tuition grant directly to the employee, or from any other source, shall be credited against the tuition reimbursement and the amount paid by the Employer will be decreased accordingly. To qualify for the reimbursement provided herein, a voucher must be submitted on the form and in the manner prescribed for payment of all vouchers to which there must be attached the following:

- a. A certificate from the institution giving the title of the approved course, indicating successful compliance and completion of the approved course, and/or
- b. A receipted voucher for tuition cost indicating it is payment for the specifically approved course at the institution in question, with a certification by the employee indicating that no reimbursement of the tuition costs has been received, or indicating the extent of any reimbursement and the amount due after reimbursement, and/or

- c. A receipted voucher for the cost of books purchased and required in connection with the approved course, and an affidavit that the books were required by the institution.

Section 2. The Employer agrees to increase the employee's base pay for completion of courses or acquisition of licenses as follows:

- a. For the successful completion of the introductory course in water treatment three hundred dollars and no cents (\$300.00) per annum, welding, automotive mechanics, or similar approved course work, two hundred dollars and no cents (\$200.00) per annum pro-rated from the first of the month in which the employee receives certification of successful completion of the course.
- b. For successful completion of the advance course in water treatment, an additional three hundred dollars and no cents (\$300.00), for a total of six hundred dollars and no cents (\$600.00) per annum, welding, automotive mechanics, or similar approved course work, an additional two hundred dollars and no cents (\$200.00), for a total of four hundred dollars and no cents (\$400.00) per annum, pro-rated from the first of the month in which the employee receives certification of successful completion of the course.
- c. For acquiring W-1 and T-1 Water License, an additional four hundred dollars and no cents (\$400.00) for each license, for a maximum of one-thousand, four-hundred dollars and no cents (\$1,400.00) per annum, pro-rated from the first of the month in which the employee receives the license.
- d. For acquiring a W-2 and T-2 Water License, an additional nine hundred dollars and no cents (\$900.00) for each license, for a maximum of two thousand four-hundred dollars and no cents (\$2,400.00) per annum, pro-rated from the first of the month in which the employee receives the license.
- e. Notwithstanding the foregoing, the Employer reserves its managerial right to determine the level of license(s) that are required by its employees to perform their duties and whether it will compensate an employee to maintain same.
- f. The Employer will provide employees with an additional two hundred dollars and no cents (\$200.00) per annum for obtaining a pesticide license pro-rated from the first month in which the employee receives the license.

Section 3. Any employee receiving tuition and materials reimbursement from the Employer shall enter into an agreement with the Employer providing that they will continue their employment with the Employer and perform their existing or new duties in a proficient manner for a minimum of two (2) years after completion of the course to offset the costs incurred by the Employer. Failure to complete said two (2) years of service may cause the Employer to seek restitution of funds expended on the employee's behalf. The Employer shall not seek restitution

in the event of a layoff. The Employer shall determine what future licenses are needed for its operations.

ARTICLE 16. MANAGEMENT RIGHTS

Section 1. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. The executive management and administrative control of the Township and its properties and facilities and the activities of its employees;
- b. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment; and to promote and transfer employees subject to the posting and bidding procedures of this Agreement.
- c. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, and in keeping with the negotiated and agreed to terms and conditions of this Agreement.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices in furtherance therewith shall be limited only by the specific and express terms hereof.

Section 3. Nothing contained herein shall be construed to deny or restrict the Employer its powers, rights, authority, duties and responsibilities under R.S. 40, or 40A, or any other national State, County, or local laws or ordinances.

Section 4. Employees failing to maintain proper licenses or certification for their classifications shall be demoted. Example: If a truck driver loses his/her license and is demoted to a lower classification, the truck driver's job will be posted as a temporary vacancy.

ARTICLE 17. P.A.C.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to the Teamsters Joint Council #73 Political Action Committee. The Teamsters Joint Council #73 P.A.C. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her pay check on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall remit to the Teamsters Joint Council #73 P.A.C., 2414 Morris Avenue, Union, New Jersey 07083, on a monthly basis, in one

check, the total amount deducted along with the name and social security number of each employee on whose behalf a deduction is made, and the amount deducted from the employee's pay check.

ARTICLE 18. SEASONAL EMPLOYEES

Section 1. A seasonal employee is one who is hired for a period of up to maximum of three (3) months in any twelve (12) month period and is so informed at the time of hire. A seasonal employee will not be subject to Article 2, Union Security, of the Collective Bargaining Agreement.

Section 2. A seasonal employee retained beyond three (3) months shall be subject to Article 2, Union Security of the Collective Bargaining Agreement, and their seniority shall go back to the most recent date of hires.

Section 3. No full-time or part-time employee shall be laid off or suffer a reduction in hours as a result of the use of seasonal employees. No seasonal employees may be hired while employees are on layoff.

ARTICLE 19. PART-TIME EMPLOYEES

Section 1. All part-time employees will be subject to Article 2, Union Security after the thirty-first (31st) day following the beginning of their employment.

Section 2. Part-time employees will only be used as weekend recycling employees and will not be allowed to work more than 28 hours per week. Full-time employees shall have the right to displace any part-time employee at the appropriate part-time rate.

Section 3. No full-time employees shall be laid off or removed from any position because of the use of part-time employees. In the case of any reduction in work, all part-time employees will be laid off before any full-time employee is laid off or suffers any reduction in the amount of hours in his/her normal workweek.

Section 4. The Employer agrees to consider part-time employees when filling a permanent full-time position before hiring outside the Union.

Section 5. Part-time employees shall be on a separate seniority list and shall not have seniority over any full-time employee. If a full-time employee takes a permanent part-time position, the full-time seniority shall carry over to the part-time seniority list.

Section 6. Part-time employees shall not be entitled to paid holidays, vacation leave, paid leave, sick leave, or bereavement leave.

Section 7. Part-time employees shall not be entitled to paid health benefits, prescription benefits, educational fund contribution, or paid temporary disability benefits.


Section 8. Wages - Part-time employees shall be paid at straight time rate in the amount of the current minimum wage per hour. Full-time employees who volunteer to work, as weekend part-time recycling employees shall be paid the above hourly rate. When this voluntary recycling work results in the full-time employee working in excess of forty (40) hours in a week, the employee shall receive an overtime rate of 1 & ½ times the part-time weekend recycling rate.

Full-time employees who are requested by a supervisor to work the weekend recycling duty will be paid in accordance with Article 5. Overtime shall be 1 & ½ times the employee's regular straight time rate of pay.


ARTICLE 20. DURATION OF AGREEMENT


This Agreement shall become effective January 1, 2016 and shall continue in full force and effect until December 31, 2019.

TOWNSHIP OF ROXBURY




BY:  1/11/17
Christopher Rath, Township Manager

LOCAL NO. 11, I.B.T.

BY: 
Michael Curcio, Secretary Treasurer

BY: 
Matthew McGourty, Business Agent

COMMITTEE:

SCHEDULE A

PAY PLAN

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Laborer 1	\$13.00	\$13.00	\$13.00	\$13.00
Laborer 2	\$15.00	\$15.00	\$15.00	\$15.00
Driver 1	\$17.00	\$17.00	\$17.00	\$17.00
Driver 2 - Step 1 Utility Ops, Maint. Repairer	\$57,944.00	\$59,144.00	\$60,344.00	\$61,544.00
Driver 2 - Step 2 - Utility Ops, Maint. Repairer	\$59,231.00	\$60,431.00	\$61,631.00	\$62,831.00
Driver 2 - Step 3 Utility Ops, Maint. Repairer	\$60,595.00	\$61,795.00	\$62,995.00	\$64,195.00
Senior Operator	\$63,285.00	\$64,485.00	\$65,685.00	\$66,885.00
Operator	\$61,571.00	\$62,771.00	\$63,971.00	\$65,171.00
Senior Mechanic	\$64,279.00	\$65,479.00	\$66,679.00	\$67,879.00
Mechanic	\$62,563.00	\$63,763.00	\$64,963.00	\$66,163.00
Maintenance Craftsman	\$61,478.00	\$62,678.00	\$63,878.00	\$65,078.00
Crew Chief	\$64,320.00	\$65,520.00	\$66,720.00	\$67,920.00
Custodian	\$47,474.00	\$48,674.00	\$49,874.00	\$51,074.00

In the event of a Driver 2 who was employed with the Township prior to January 1, 2012 is unable to retain a CDL License, the employee shall be demoted to a Laborer at the following salary scale.

2016	\$53,836.00
2017	\$55,036.00
2018	\$56,236.00
2019	\$57,436.00

PAY PROCEDURE

New employees and newly promoted employees must remain at their new rate of pay for at least six (6) months or until January 1st of the subsequent year, whichever occurs later, after which they will advance to the next step or pay range for the remainder of their second year of employment, and the next step or pay range on January of their third year.

Employees shall be paid semi-monthly.

Any Laborer holding a CDL license shall be given a \$200.00 per annum starting January 1, 2001. The Employer agrees to pay for any renewal of current CDL license for all employees covered by this Agreement.

LONGEVITY PAY

In addition to the wage increase, employees shall receive a longevity bonus in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Increment</u>
0 - 4 years	0
5 - 9 years	\$ 600
10 - 14 years	\$ 900
15 plus years	\$1200

b. An employee becomes eligible for a longevity payment in the calendar year during which the required years of service is completed.

c. The longevity pay shall be added to the base pay of the employee and shall be paid as a part of the regular payroll of the Employer.

d. Employees hired after January 1, 2012 shall not be entitled to or eligible for longevity payments.

LAYOFF AND REHIRE

In the event an employee who was employed with the Township prior to January 1, 2012 is laid off and is subsequently re-hired by the Township into his prior position or is bumped into a lower job classification, the employee will be grandfathered into the higher pre-January 1, 2012 pay rate schedule. For example, if an employee who was hired prior to January 1, 2012 exercises bumping rights into a lower job classification, i.e. Driver to Laborer, he/she shall be entitled to be paid at the Laborer rate for pre-January 1, 2012 hires rather than the pay rate schedule for post-January 1, 2012 hires.