

AGREEMENT BETWEEN
THE TOWNSHIP OF READINGTON



AND

**TEAMSTERS LOCAL UNION NO. 469, AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

DEPARTMENT OF PUBLIC WORKS EMPLOYEES

JANUARY 1, 2009 THROUGH DECEMBER 31, 2011

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PREAMBLE

This Agreement is entered into on this 1st day of January 2009 between Teamsters Local Union 469, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the “Union” and the Township of Readington, hereinafter referred to as “Readington Township” or the “Employer.”

The effective date of this Agreement is January 1, 2009.

The Employer and the Union agree as follows:

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes Teamsters Local Union 469, an affiliate of the International Brotherhood of Teamsters as the sole and exclusive bargaining agency for all blue collar employees of the Department of Public Works of the Township of Readington as defined in PERC Certification of Representation dated June 18, 1980, Docket No. R0-80-195; in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits and other terms and conditions of employment. The provisions of this Agreement shall apply to all drivers, laborers, working foremen, vehicle mechanics and road equipment operators.
- 1.2 Excluded are all professional, office clerical, supervisory, watchmen, guards and other employees excluded by law.
- 1.3 Except in cases of emergency, or when substitute help is unavailable, no excluded employee or employee with supervisory authority shall be permitted to perform any work covered by this agreement. The Supervisor will not perform work of unit if another person is available.

ARTICLE 2 – DUES CHECK OFF / D.R.I.V.E.

- 2.1 The Employer agrees that it will, in two (2) equal amounts in each month, deduct Union dues from the pay of each employee and transmit the same with a list of such employees to the Secretary / Treasurer of Local Union 469 within ten (10) days after the dues are deducted.
- 2.2 After an employee as been employed for ninety (90) days, the Employer agrees to deduct the initiation fee in four (4) consecutive weekly payments and to transmit the same as set forth.
- 2.3 The Employer agrees to deduct from the paycheck of any employee who elects to make voluntary contributions to D.R.I.V.E. The Union shall notify the Employer of the amounts designated by each contributing employee to be deducted from his/her paycheck 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 transmit to D.R.I.V.E. National Headquarters 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.

- 2.4 The Union agrees to furnish written authorization in accordance with law, from each employee authorizing these deductions. The Union will furnish the Employer a written statement of the dues, initiation fees and/or voluntary D.R.I.V.E. contributions to be deducted.

ARTICLE 3 – AGENCY SHOP

- 3.1 Pursuant to the provisions of the “New Jersey Employer – Employee Relations Act”, as amended, all employees in this negotiating unit who are not now or subsequently elect not to be members of the Union or who hereinafter may be employed and who, after ninety (90) days of employment, choose not to become members of the Union shall have deducted from their pay on a monthly basis a fair share representation fee in lieu of dues equivalent to eight-five percent (85%) of the dues charged by the Union to its members.
- 3.2 In addition, there shall be deducted such amounts as represent eighty-five percent (85%) initiation fees charged by the Union to its members. Such deductions shall be made on the same basis and for the same period as are made from members and all such deductions shall be paid over by the Employer to the Union at the same time and on the same basis as such payment is made to the Union for members’ deductions.
- 3.3 This Article shall incorporate by reference any and all rights guaranteed to employees by law with respect to Agency fee deduction.
- 3.4 The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, loss or expenses, in any manner resulting from action taken by the Employer at the request of the Union under Article II, Dues Deduction and this Article.

ARTICLE 4 – PROBATIONARY PERIOD

- 4.1 All newly hired employees shall serve a probationary period of one hundred and twenty (120) calendar days. During this probationary period, the Employer reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this Agreement.
- 4.2 There may be times when the Employer would want to extend the probationary period. Therefore, the Union agrees to consider any request made by the Employer to extend the probationary period of a probationary employee up to forty-five (45) days on a case-by-case basis. If the Union rejects the request for an extension, then the Employer is within its rights to terminate the employee for any reason pursuant to Article 4.

ARTICLE 5 – NOTIFICATION TO THE UNION

- 5.1 Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.
- 5.2 Employer will notify the Union with an updated list of covered employees showing name, address, classification, social security number and rate of pay prior to negotiations.

- 5.3 Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.
- 5.4 Employer will notify the Union at the end of the first month of employment of any new hires.

ARTICLE 6 – PROMOTIONS AND DEMOTIONS

- 6.1 Employer agrees to offer the opportunity to fill promotional job vacancies from within the bargaining unit before hiring new employees.
- 6.2 Employer shall post all promotional vacancies. Employer shall post a notice stating the name of the job classification, location of assignment and the requirements. This notice shall remain posted on all bulletin boards for eleven (11) working days.
- 6.3 Employees have the right to request a lateral transfer.
- 6.4 Promotions shall be awarded to the most senior qualified employee who bids for the job, provided, however, all other factors being equal.
- 6.5 The successful bidder may receive a probationary period of a maximum of 120 days on the new assignment. Such employee shall be compensated at the rate of pay of the new classification.
- 6.6 Employee will be kept advised of the progress made in learning the new assignment. Employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the probationary period, such employee, as determined by management, shall be returned to the classification formerly held and shall assume seniority in pay as though the old classification was never left.

ARTICLE 7 – TEMPORARY PROMOTION

- 7.1 Definition: Temporary promotion means working a higher job classification for more pay for a period of eight (8) hours or more on a consecutive basis.
- 7.2 Employer agrees to offer temporary promotions to qualified employees in the next lower classification in order of greatest employment security.
- 7.3 An employee assigned to a classification at a higher rate of pay shall be paid the higher rate of pay for a period worked including overtime. Training of a lower classification for possible promotion is not to be considered a temporary promotion under this paragraph. Promotion can only occur after appropriate training and appropriate certification.

ARTICLE 8 – SUBCONTRACTING

- 8.1 Employer may subcontract work only if the following conditions are met:
 - 8.1.A There are no employees on lay-off with unexpired recall rights.
 - 8.1.B No employees will be laid off during the period of the work being subcontracted.
- 8.2 Employer agrees not to subcontract work out as a subterfuge to this Agreement. This provision is not intended to restrict the right of the Employer in the operation of its facilities.

ARTICLE 9 – LAYOFF AND RECALL RIGHTS

- 9.1 Employer may reduce the working force due to lack of work, lack of money or other good reason. In such event the following procedures shall apply:
 - 9.1.A Employees shall be laid off in order of least total employment seniority based upon title or classification.
 - 9.1.B Notice of such layoff will be given at least twenty (20) working days before the scheduled layoff.
 - 9.1.C A laid off employee shall have preference for re-employment for a period of five (5) years.
- 9.2 Employer shall rehire laid off employees in order of greatest employment seniority provided, however, once given the opportunity for recall, if the employee fails to return to work, the Employer's obligation ceases. Under no circumstances shall the Employer hire from the open market while any employee has an unexpired term of preference for re-employment who is ready, willing and able to be re-employed unless such employee has been previously offered employment and refused work.
- 9.3 Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

ARTICLE 10 – SEPARATION OF EMPLOYMENT

- 10.1 Upon discharge, Employer shall, not later than the next pay period, pay all monies including pro-rata vacation pay due to the employee.
- 10.2 Upon quitting, Employer shall pay all monies due to the employee including pro-rata vacation pay on the next pay period following such quitting.
- 10.3 Failure to report for work for five (5) consecutive work days without notice will be considered an automatic quit.

ARTICLE 11 – JOB STEWARDS

- 11.1 Employer recognizes the right of the Union to designate one (1) job steward and one (1) alternate.
- 11.2 The authority of a job steward and an alternate so designated by the Union shall be limited to, and activity shall not exceed, the following duties and activities:
 - 11.2.A The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
 - 11.2.B The collection of such messages and information which shall originate with, and are authorized by the Local Union or its officers provided such messages and information:
 - 11.2.B.i Have been reduced to writing, or
 - 11.2.B.ii If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the employer's business.
- 11.3 A job steward and alternate have no authority to take strike action or any other action interrupting the Employer's business.
- 11.4 Employer recognizes these limitations upon the authority of a job steward and their alternate and shall not hold the Union liable for any unauthorized acts. Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward or alternate have taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.
- 11.5 Steward shall be permitted to investigate, present and process grievances during scheduled working hours. Any time spent in handling grievances during scheduled working hours shall be considered as time worked. The foregoing shall not be conducted during working hours unless prior permission has been obtained from the Public Works Director, which will include a time limit imposed on such activity and such permission shall not be unreasonable withheld.

ARTICLE 12 – INSPECTION PRIVILEGES

- 12.1 Provided that prior approval is given by the Employer, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.
- 12.2 When entering a facility of the Employer, the business representative shall notify the Township Clerk of his/her presence.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.1 Definition:

13.1.A A Grievance shall be restricted to mean a claim by an employee(s) or the Union that there has been a violation, misinterpretation or misapplication of this Agreement.

13.1.B To be considered under this procedure a grievance must be initiated in writing by the aggrieved person, a group thereof, or by the Union, within five (5) working days from the time the aggrieved knew or should have known of its occurrence.

13.2 Purpose:

13.2.A The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment.

13.2.B Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration provided the adjustment is not inconsistent with the terms of this Agreement, and that the Union has been given the opportunity to be present at such adjustment and to state its views.

13.3 Procedures:

13.3.A Any grievance arising between the Employer and the Union or any employee(s) represented by the Union shall be settled in the following manner:

STEP 1: The aggrieved employee(s) must present the grievance to the first line supervisor through the shop steward within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the first line supervisor within three (3) working days, the grievance may be appealed to Step 2.

STEP 2: The Union business representative shall then take the matter up with a representative of the Employer with authority to act upon such grievance. A decision must be made in writing within five (5) working days.

STEP 3: If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey State Mediation Service. After the New Jersey State Mediation Service submits a list of arbitrators to the Union and the Employer, they shall reply with their preferred selection within the time limits set forth by the New Jersey State Mediation Service.

- 13.3.B The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.
- 13.3.C A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employee(s) involved.
- 13.3.D The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.
- 13.3.E The Local Union, or its authorized representative, shall have the right to examine the time sheets and other records pertaining to the computation of compensation of any individuals whose pay is in dispute or records pertaining to a specific grievance.
- 13.3.F The procedures set forth herein may be invoked only by an authorized representative of the Employer or the Union. An appeal to arbitration shall be instituted in writing twenty (20) calendar days from receipt of a decision at Step 2, **then within twenty-five (25) calendar days from presenting the grievance at Step 2.**
- 13.3.G Failure at any step of this procedure to appeal a grievance to the next step within this specified time limit shall be deemed to be an abandonment of such grievance and the decision rendered therein shall stand for the particular grievance.
- 13.3.H It is understood that employee(s) shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments, instructions and applicable rules and regulations of Readington Township, or its designee, until such grievance and any effect thereof shall have been fully determined.
- 13.3.I Failure at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit the aggrieved to proceed to the next step. However, a failure to render a decision shall not be considered as acquiescence to the grievance.

ARTICLE 14 – DISCHARGE OR SUSPENSION

- 14.1 Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, Employer must immediately notify the employee in writing of his/her discharge or suspension and the reason for such action.
- 14.2 The Union shall have the right to appeal a suspension or discharge at Step 2 of the grievance procedure.

ARTICLE 15 – HOURS OF WORK / MEAL ALLOWANCE

- 15.1 Regular hours of the Department of Public Works shall be 7:00 a.m. to 3:30 p.m. daily, Monday through Friday, with a one-half (1/2) hour lunch period at 12:00 noon to 12:30 p.m., unless rescheduled by the Director.
- 15.2 On regular work days the Employer agrees to allow a paid one-half (1/2) hour meal period whenever an employee is required to work twelve (12) consecutive hours and an additional one-half (1/2) hour meal period for each subsequent six (6) hours of work. Meal allowance for the paid meal period will be \$12.00 each for all meals (breakfast, lunch and dinner).
- 15.3 On weekends and holidays the employer agrees to allow a paid one-half (1/2) hour meal period to employees after four (4) consecutive hours of work and for each six (6) hours of work thereafter. Meal allowance for the paid meal period will be \$12.00 each for all meals (breakfast, lunch and dinner).
- 15.4 Employer shall allow a paid fifteen (15) minute break during each four (4) hour work period which means during the regular work day one (1) break in the morning hours and one (1) break in the afternoon. Employer shall provide a paid ten (10) minute wash-up period at the end of each work day.
- 15.5 Employer agrees to guarantee an employee a minimum of four (4) hours work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work other than regular working hours.
- 15.6 Employee(s) may accrue compensatory time in lieu of overtime pay on an hour and one-half compensatory time for each hour of overtime worked for a maximum of forty (40) hours (5 days) of compensatory time. This compensatory time is to be taken at a time mutually agreeable between the Employer and the employee(s).
- 15.7 On-Call for Emergency Duty (including Sewers): Employer will establish an “on-call” emergency schedule for the Department of Public Works and sewer emergencies and will assign two (2) employees a week to be available for emergency call-out duty. The “on-call” schedule will be rotated on a weekly basis with those employees assigned such duties required to carry a telephone “beeper” on a twenty-four (24) hour basis. Employees will be selected based upon seniority with the most senior being selected first unless the Union and the Department Head work out an equitable substitute method of assignment.
- 15.8 Employees who perform the on-call duty shall be compensated on a weekly basis above their regular rate of pay according to the following schedule:
- | | |
|--------------------------------------|----------------------------|
| January 1, 2009 to December 31, 2009 | \$0.65 = \$109.20 per week |
| January 1, 2010 to December 31, 2010 | \$0.70 = \$117.60 per week |
| January 1, 2011 to December 31, 2011 | \$0.75 = \$126.00 per week |
- 15.9 If an employee is required to report for emergency duty, he/she shall be compensated pursuant to Section 15.5 of this Article (four [4] hour guarantee). If an employee who is assigned to on-call duty wishes to change his/her schedule, he/she must give the

Department Head a minimum of two (2) days advance notice, and if an adequate replacement is provided, the request will be granted.

- 15.10 If the Municipal offices are declared closed for emergency reasons, and the Department of Public Works is required to work, they will be given the day or partial day off when scheduling permits or equal compensatory time at a later day on an hour for hour basis equal to the number of premature closing hours of the Municipal offices.

ARTICLE 16 – PREMIUM PAY

- 16.1 Employer agrees to pay premium wages of one and one-half (1-1/2) times the straight time hourly rate of pay for:
- 16.1.A All hours spent or part thereof in the service of the Employer, at the specific request of the Employer, beyond the regular work day.
- 16.1.B All hours spent in the service of the Employer, at the request of the Employer, prior to the scheduled starting time, provided, however, the employee works the full regular work day thereafter.
- 16.1.C All hours spent in the service of the Employer, at the request of the Employer, on any Saturday or Sunday.
- 16.2 Employees who are required to work on an observed holiday (Article 23) shall receive their regular base pay plus one and one-half (1-1/2) times the base pay except for the following:

Employer agrees to pay premium wages of two (2) times the straight time hourly rate of pay for all hours worked in addition to eight (8) hours straight time hourly rate of pay for the following holidays:

Thanksgiving Day
Christmas Day
New Year's Day

- 16.3 Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment. Employer shall post a notice of the opportunity to earn premium pay, but if no qualified applicant is available, Employer is free to select an employee as it sees fit.

ARTICLE 17 – SNOW REMOVAL

Employees performing emergency work such as snow plowing, sanding, flood control, storm damage, etc., for more than five (5) consecutive hours outside their normal work day may take a rest period of one-half (1/2) hour after each five (5) hours of work provided permission is granted by the Director's office.

ARTICLE 18 – JOB DESCRIPTIONS

- 18.1 Employer will prepare and make available to the Union job descriptions describing the principal functions of each job classification covered by this Agreement.
- 18.2 At least thirty (30) days before putting a new classification into effect, Employer shall give the Union a job description for the purpose of negotiating a rate of pay. The Union may recommend changes in the job description, but Employer is in no way obligated to accept these recommendations.
- 18.3 All job descriptions will include a requirement for a valid Commercial Driver's License. The Township will have the right to do a semi-annual driver's license check.

ARTICLE 19 – WORK ASSIGNMENTS

Employer agrees not to direct or require their employees or persons other than the employees in the bargaining unit here involved to perform work which is recognized as work of employees in said unit, except in cases of emergency or when qualified employees are unable to perform such assignments. ~~Seasonal employees will not be used to deprive regular employees of overtime.~~

ARTICLE 20 – RATE OF PAY

Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the rates of pay in Schedule A which is attached hereto and made part of this Agreement.

ARTICLE 21 – LONGEVITY

- 21.1 Readington full-time employees hired prior to June 1, 1994 shall, upon completion of five (5) years continuous employment service, receive a salary and wage stability increase computed at the rate of two percent (2%) of such employee's base pay. Thereafter, such employee shall receive an annual salary of wage stability increases computed as follows:

After completion of ten (10) years of employment:	4% of base pay
After completion of fifteen (15) years of employment:	6% of base pay

All salary and wage stability increases will be included in such employee's wages in the months of January and July.

- 21.2 Readington full-time employees hired after June 1, 1994 will be entitled to wage stability increases computed as follows:

After completion of eight (8) years of continuous employment:	2% of base pay
After completion of ten (10) years of continuous employment:	4% of base pay
After completion of fifteen (15) years of continuous employment:	6% of base pay

All salary and wage stability increases will be included in such employee's wages in the months of January and July.

ARTICLE 22 – PAYDAY

Current practice in the Township shall continue with regard to payment of all earnings.

ARTICLE 23 – HOLIDAYS

23.1 The following days will be considered as official paid holidays to full time employees:

- New Year’s Day
- Martin Luther King’s Birthday
- Lincoln’s Birthday
- Washington’s Birthday
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Veteran’s Day
- Columbus Day
- General Election Day
- Thanksgiving Day
- Friday after Thanksgiving
- Afternoon of December 24th, if it falls on a work day
- Christmas Day
- Afternoon of December 31st, if it falls on a work day

23.2 When an official holiday falls on a Sunday, the following Monday shall be observed as that holiday. When an official holiday falls on a Saturday, the preceding Friday will be observed as that holiday.

ARTICLE 24 – VACATIONS

24.1 Full time and salaried employees are authorized annual vacation allowance with pay on the following basis:

After completion of six (6) months continuous employment – one (1) week.

An additional week’s vacation after completion of twelve (12) months employment.

The following calendar year: two (2) weeks shall be awarded on the first of each subsequent calendar year, up to the completion of five (5) years of continuous employment. Subsequent vacations will be in accordance with this Agreement.

One (1) day of vacation added during the sixth (6th) year and another vacation day added each year thereafter, resulting in a total of three (3) weeks in the tenth (10th) year of employment.

Service of ten (10) to fifteen (15) years – three (3) weeks.

Service of over fifteen (15) years – four (4) weeks.

- 24.2 Vacations must be completed within the calendar year and may not be accumulated.
- 24.3 Employees may receive vacation pay on the day prior to their vacation period provided the Municipal Clerk and Payroll office is notified at least two (2) weeks prior to the date payment is desired.
- 24.4 A recognized holiday (Article 23) occurring during an employee's vacation period entitles the employee to receive an extra day in extension of the vacation or at another time with the Department Head's approval.
- 24.5 Prior to April 1, the Department Head shall file the vacation schedule of employees with the Municipal Clerk. In the event of a conflict, seniority shall take precedence. If a conflict of vacation dates of key employees in one or more departments cannot be satisfactorily resolved, the Township Committee may request a review of the schedule for the department(s) affected and its decision shall be final.
- 24.6 Employees are urged to take vacations in periods of one (1) week and not more than two (2) weeks. Under unusual circumstances, with the recommendation of the Department Head, the Township Committee shall authorize vacation periods of more than two (2) concurrent weeks.

ARTICLE 25 – FUNERAL LEAVE

- 25.1 Employer agrees to grant an employee a three (3) day funeral leave with full pay when a death occurs in the employee's immediate family.
- 25.2 Employee's immediate family is considered to include: spouse, children, brother, sister, parents, parents-in-law, grandparents and grandchildren.
- 25.3 For relatives outside the immediate family, which include: uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, one (1) day will be granted for funeral leave. An extension with pay may be granted upon request to the Township Committee. This provision also applies for any other relative which resides with the employee.
- 25.4 Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral.

ARTICLE 26 – SICK LEAVE

- 26.1 Sick leave for illness of employees is authorized as follows:

Full time employees of the Township shall receive sick pay for twelve (12) working days for each full year worked cumulative to ninety (90) days. Any day or days taken off for other than work-related illness or injury will be deducted from the cumulative leave. Special consideration may be applied for by application to the Department Head, who shall then make written report and recommendation to the Township Committee for any prolonged illness.

- 26.2 Full-time employees shall be paid for any balance of their first six (6) unused sick days at the end of the calendar year unless they wish to accumulate them.
- 26.3 New full-time employees having worked six (6) months, but less than a full year, may receive an allowance of six (6) paid sick days.
- 26.4 Sick time allowance is granted only for an employee's sickness or injury, not work-related, and cannot be taken for any other reason except as related within this section.
- 26.5 At time of retirement or disability, accumulated sick leave may be converted to a cash payment at a rate of 50% of the employee's current daily salary. The employee will have the option of utilizing accumulated sick days to adjust the last day of work.
- 26.6 Compensable illness or injury: Employees will be paid the difference between compensation payment and full salary for twenty (20) working days for each full year worked, cumulative over a three (3) year period. ~~not to exceed a total of sixty (60) total days.~~ Consideration of pay beyond this amount would be by application to the Department Head, who shall then report in writing and make written recommendation to the Township Committee, which shall make a decision.
- 26.7 The following shall be construed as being allowable sick days:
 - 26.7.A Absence of any employee from duty because of personal illness or injury by reason of which such employee is unable to perform the usual duties of his/her position.
 - 26.7.B Exposure to contagious disease by reason of such employee being placed under quarantine by a duly constituted health authority.

ARTICLE 27 – PERSONAL DAYS

- 27.1 Department of Public Works employees hired prior to July 1, 1997 will receive three (3) personal days each year.
- 27.2 Department of Public Works employees hired after July 1, 1997 will receive personal days as follow:

After one (1) year of employment	one (1) personal day
After two (2) years of employment	two (2) personal days
After three (3) years of employment	three (3) personal days
- 27.3 Employees shall be required to give three (3) days advance notice to the Director or Superintendent of the Department of Public Works unless the employee has a personal emergency.
- 27.4 Request for personal leave shall be acted upon at the time of submission.
- 27.5 Personal days cannot be accumulated beyond December 31st.

ARTICLE 28 – HEALTH CARE INSURANCE PROGRAM

- 28.1 Any employee who retires at the age of sixty (60) or thereafter, and who has been employed by Readington Township for ten (10) or more continuous years, will be permitted to purchase their health benefits from the then contracted insurance companies under the employer's group rate if said insurance company is agreeable.
- 28.2 The retiree will reimburse Readington Township monthly for his/her assessment. Any employee who retires with 25 years service in the Public Employee's Retirement System and their spouses, and those eligible under disability retirement, will be eligible to receive health benefits and Medicare charges under the provisions of Chapter 88, Public Laws of 1974, as amended by Chapter 436, P.L. 1981.
- 28.3 A prescription drug plan will be provided under the existing State Health Benefits Plan. The co-pay amounts are subject to change in accordance to changes made under the State Health Benefits Plan.
- 28.4 If Readington Township elects to leave the State Health Benefits Plan "SHBP", it will provide equal to or better insurance and prescription drug plans to the employees.
- 28.5 In addition to the present health care insurance coverage, the Employer will join the Temporary Disability State Benefits Plan, the cost of which will be borne equally by the Employer and employee.

ARTICLE 29 – MILITARY LEAVE

Readington will comply with all applicable state and federal laws regarding leaves of absence due to military commitments.

ARTICLE 30 – JURY DUTY

Any full-time employee serving on jury duty will receive his/her regular earnings but is expected to report for work any time when excused during this period.

ARTICLE 31 – CLOTHING ALLOWANCE

- 31.1 All Department of Public Works employees shall receive a clothing and safety footwear allowance upon submission of original receipts to a maximum of \$700 per year.
- 31.2 This allowance shall be paid to each department employee upon receipt, evidencing proof of purchase, being submitted by the employee to the Department Head by March 31st and September 30th of each year. Reimbursement shall be done through the approval and voucher system twice a year when receipts are submitted by the Department Head.
- 31.3 All **Department of Public Works** employees will be responsible for purchasing and wearing steel-toed shoes or safety approved reinforced-toed boots at all times during working hours.

- 31.4 Employees are permitted to use up to one-half (1/2) of their clothing allowance to purchase prescription eye glasses for themselves upon the submission of a copy of the prescription and an original receipt for purchase of the eye glasses.
- 31.5 In addition, the Employer shall also provide each employee with the following gear in addition to any other protective clothing or equipment necessary to perform his/her duties:
1. safety glasses
 2. pair of gloves
 3. safety hat
 4. pair of rubber boots
 5. rain suit
 6. safety vests
- 31.6 Employer shall replace protective clothing and other issued equipment on a fair wear and tear basis.
- 31.7 In the event of separation of employment, clothing allowance due for the year will be pro-rated. The adjustment being made on the employee's final paycheck.

ARTICLE 32 – UNION BULLETIN BOARD

Employer agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union and official notices of the Employer. The subject matter of the posting shall be furnished to the Municipal Administrator for his/her review.

ARTICLE 33 – SAFETY

- 33.1 Employees, upon discovering an unsafe or hazardous condition, will immediately notify his/her supervisor in writing. The Supervisor will determine and advise how the work can be done safely.
- 33.2 Supervisor shall not direct any employee to work under unsafe or hazardous conditions.

ARTICLE 34 – SANITARY CONDITIONS

Employer agrees to maintain a clean, sanitary washroom having hot and cold running water with toilet facilities.

ARTICLE 35 – COMPENSATION CLAIMS

In the event that an employee is injured on the job, the Employer shall pay such employee his/her days guarantee for that day off because of such injury. An employee who is injured on the job and is sent home, or to the hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his/her regular shift or overtime guarantee on that day. Any employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional

medical treatment during his/her regular scheduled working hours, shall receive his/her regular hourly rate of pay for such time.

ARTICLE 36 – NON-DISCRIMINATION

Neither the Employer nor the Union will discriminate against any employee or those seeking employment because of race, creed, color, sex, age or national origin, nor because of membership or non-membership in any church, society, fraternity or the Union.

Whenever any words are used in this Agreement in the masculine gender, they will be construed as though they were also used in the feminine gender.

ARTICLE 37 – NO STRIKE – NO LOCKOUT

The parties agree to settle any differences through the grievance and arbitration procedures; therefore, the Union agrees that it will not call a strike or any other action interrupting the Employer's business and the Employer agrees that it will not lockout its employees during the term of this Agreement, or during good faith negotiation.

ARTICLE 38 – MANAGEMENT RIGHTS

- 38.1 The Union recognizes that the Employer may not by agreement delegate authority and responsibility which by law are imposed upon Readington Township.
- 38.2 Readington Township, subject only to the language of this Agreement, reserves to itself sole jurisdiction of authority of matters of policy and retains the right, in accordance with the laws of the State of New Jersey, and the rulings of the state courts, to do the following:
 - 38.2.A To direct employees of Readington Township.
 - 38.2.B To hire, assign, promote, transfer and retain employees covered by this Agreement within Readington Township or to suspend, demote, discharge or take other disciplinary action against employees.
 - 38.2.C To relieve employees from duties because of lack of work, lack of money, lack of cooperation or initiative, or other legitimate reasons.
 - 38.2.D To maintain the efficiency of Readington Township operations entrusted to them.
 - 38.2.E To determine the methods, means and personnel by which such operations are to be conducted.
 - 38.2.F To take whatever other action may be necessary to accomplish the mission of Readington Township in any situation.

ARTICLE 39 – FULLY BARGAINED PROVISION

- 39.1 The parties hereto acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 39.2 Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or the respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 40 – SEVERABILITY AND SAVINGS CLAUSE

- 40.1 If any Article or Section of this Agreement or any supplements or riders thereto should be held invalid by operation of law or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of such supplements or riders thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 40.2 In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 41 – MISCELLANEOUS

- 41.1 A leave of absence without pay may be requested by any employee who shall submit all facts bearing on the request in writing to the Department Head. The Department Head will make recommendations in writing to the Administrator and Township Committee, which will consider the request and grant or reject the request of leave of absence.
- 41.2 Any employee absent for more than five (5) days without notice to the Department Head or to the Municipal Clerk without sufficient reason may be considered to have resigned without notice and no longer in the employ of the Township.
- 41.3 All unauthorized and unreported absences shall be considered absent without leave and deduction of pay shall be made for such absence.
- 41.4 **Sewer Training: As needed, new hires for the Department of Public Works will be encouraged to obtain a “C-1” license to be trained in sewer work. There will be a maximum of six (6) sewer operator positions.**

ARTICLE 42 – TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 2009 to and including December 31, 2011 and thereafter for successive periods of one (1) year until terminated by either party as hereinafter provided.

Should either party desire to terminate this Agreement, written notice of such desire shall be given to the other party at least sixty (60) days prior to the termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2009 to be effective for a period of January 1, 2009 until December 31, 2011.

TOWNSHIP OF READINGTON
BY: _____
(Mayor)

TEAMSTERS LOCAL UNION NO. 469
BY: _____
(President)

ATTEST: _____
(Municipal Clerk)

Admin/contracts/union-dpw

SCHEDULE A

Table A

Rates for Titles Held Longer than One (1) Year

Title	Hourly 2009	Hourly 2010	Hourly 2011
	3%	3%	3%
Driver – Lab 6	\$25.74	\$26.51	\$27.31
Sr. Driver – Lab 3	\$28.21	\$29.06	\$29.93
Jr. Mechanic	\$23.70	\$24.41	\$25.14
Mechanic	\$30.22	\$31.13	\$32.06
Sr. Mechanic	\$33.17	\$34.16	\$35.19
Crew Leader	\$32.06	\$33.03	\$34.02
Operator	\$30.22	\$31.13	\$32.06
Working Foreman Position	\$34.98	\$36.03	\$37.11
Sewer Operators:			
C-1 License (Hourly Additions)	\$1.00	\$1.00	\$1.00
C-2 License (Hourly Additions)	\$1.25	\$1.25	\$1.25

Table B

Rates for Grades Within Titles

Title	Hourly 2009	Hourly 2010	Hourly 2011
	2%	2%	2%
Laborer – 1	\$18.26	\$18.62	\$19.00
Laborer – 2	\$19.02	\$19.40	\$19.79
Driver – Laborer – 1	\$19.79	\$20.18	\$20.59
Driver – Laborer – 2	\$20.54	\$20.95	\$21.37
Driver – Laborer – 3	\$21.31	\$21.73	\$22.17
Driver – Laborer – 4	\$22.07	\$22.51	\$22.96
Driver – Laborer – 5	\$22.82	\$23.27	\$23.74
Driver – Laborer – 6	\$23.58	\$24.05	\$24.54