

***AGREEMENT BETWEEN***

***THE TOWNSHIP OF CHATHAM***

***and***

***THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL No. 469***

***Effective January 1, 2013 through December 31, 2015***

## PREAMBLE

This Agreement, entered into this 13 date of December, 2012, by and between the Township of Chatham, County of Morris, a municipal corporation of the State of New Jersey, hereinafter called the "Township", and Local No. 469 of the International Brotherhood of Teamsters, with offices at 3400 Highway 35, suite 7, Hazlet, New Jersey, hereinafter called the "Union", as Public Employee Representative, represents the complete and final understanding on all bargainable issues between the Township and the Union.

## ARTICLE I RECOGNITION AND DEFINITION

1. The Township hereby recognizes the Union as the exclusive representative for collective negotiations on all matters pertaining to wages, hours and other terms and conditions of employment as set forth herein in this Agreement for all employees of the Chatham Township Department of Public Works, except employees working as managerial executives, clerical employees, and confidential employees, supervisory employees within the meaning of the Public Employees Relations Act, professional employees, police and fire employees, craft employees and all other employees employed by the Township of Chatham.

2. For purposes of this Agreement, the following terms shall be defined as follows:

a) "Employees" shall be defined to include all bargaining unit members, the plural as well as the singular.

Positions covered by the Agreement are:

General Foreman

Foreman – all Divisions

Assistant Foreman – All divisions

Water Pollution Control Assistant Chief Operator Public Works

Shop Mechanics – Grades I, II, and III

Serviceman – Grades I, II, and III

Water Pollution Control Laboratory Supervisor

Water Pollution Control Laboratory Technician

Water Pollution Operator – Grades I, II, and III

b) "Immediate Superior" shall mean the Supervisor, Foreman, and Assistant Foreman of the Division to which the employee is assigned.

c) "Manager" shall mean the Public Works Department Manager.

d) "Supervisor" shall mean the immediate superior of the employees as defined herein.

e) "Township Representative" shall mean that officer or official of the Township who is charged with the responsibility for taking the action referred to in a particular provision of this Agreement that refers to Township Representative.

## **ARTICLE II UNION SECURITY**

1. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union and shall not solicit membership in the Union during work time in any manner that interferes with the normal operations of the Department.

2. An employee shall have the right to inspect and obtain copies of documents from their personal history files maintained at the Department of Public Works in the Township Hall at any reasonable time upon reasonable notice to the custodian thereof. Whenever in the opinion of the Manager derogatory material is placed in an employee's personnel history file, the Manager agrees to notify the employee in writing of that action. The contents of an employee's personal history shall not be made public unless required in a disciplinary proceeding or by court order or subpoena process in a judicial proceeding. The employee shall have the right to file a rebuttal to all such derogatory material. All materials placed in the file shall remain unless removed by the mutual consent of the Manager and the employee.

## **ARTICLE III AGENCY SHOP**

1. Pursuant to the provisions of Chapter 477, P.L. 1979, any permanent employee of the Department, as of the effective date of this Agreement, who does not join the Union within thirty (30) days of permanent employment, as well as any new permanent employee who does not join the Union within thirty (30) days of permanent employment or any previous permanent employee who does not join the Union within ten (10) days of reentry into employment, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee for services rendered by the majority representative shall be in an amount up to eighty-five (85%) percent of the regular membership dues, initiation fees and assessments of the majority representative, less the cost of benefits financed through the dues and available to members of a majority representative.

2. The majority bargaining representative shall provide, sixty (60) days prior to January 1<sup>st</sup>, of each year of this Agreement, advance written notice to the Public Employment Relations Commission, the Township, and to all employees within the unit, as shall be determined by a list of such employees and furnished by the Township, the information necessary to compute the fair share fee for services enumerated within this section.

3. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason taken by the Township in reliance upon representation information furnished by the Union, or its representatives.

4. The provisions of this Article are subject to any additional judicial, administrative and/or legislative decisions with respect to Chapter 477, P.L. 1979.

#### ARTICLE IV STEWARDS

1. The Township recognizes the right of the Union to designate a Shop Stewart and Two (2) alternates to represent the Union and the employees covered by this Agreement. The Union shall furnish the Township with the name of the Steward and the alternates and will notify the Township of any changes.

2. The Authority of the Shop Steward and his alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

a) The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement. If both parties agree that it is necessary for the Steward or an alternate to perform any of such duties during his work time, the Steward or the alternate shall be released from work by his supervisor when it is convenient to the Township and only to the extent necessary to make the investigation and for conferring with the Township Representative.

b) The transmission of such messages and information which will originate with and are authorized by the Union or its officers, provided such messages and information:

(1) Have been reduced to writing;

(2) If not reduced to writing but is of a routine nature and do not involve work stoppages, slowdowns or any other interferences with the Township business;

(3) The Shop Steward or alternate(s) has no authority to take strike action or to interrupt the Township's business;

(4) The Township shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward or alternate(s) has taken action involving work stoppages or slow-downs in violation of this Agreement;

(5) The Shop Steward or alternate(s) is authorized to investigate, present and process grievances on or off the Township's premises provided such activity is not disruptive or any work in which he is engaged and subject to the necessity of maintaining his schedule and not disrupting the schedule or manpower of any other member of the bargaining unit who may be informed in the grievance.



3. Any settlement of a grievance by the Steward or alternate(s) and the Supervisor of an employee involved in a dispute shall be reviewable by the Township and the Union at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

## **ARTICLE V PROBATIONARY EMPLOYEES**

1. New employees covered under this Agreement shall be considered as being on trial or probation for at least the first ninety (90) days of employment, which period may be extended for up to an additional ninety days upon the mutual consent of the Township and the Union, and shall be so advised when their appointments are made. An evaluation of the employee(s) shall be sent to the Township Committee Chairman of Personnel or other designated representative at least ten (10) working days prior to the end of the probation period for review and placed in the personnel file for approval for permanent employment. During the probationary period, an employee may be discharged for any cause whatsoever and shall have no recourse to the grievance procedure contained in this Agreement.

2. Probationary employees covered under this Agreement shall not be entitled to sick leave, personal days off, vacation benefits or uniforms until they become full members of the Department of Public Works, unless approved by the Manager or his designees. However, probationary employees shall be permitted to use one sick day during the probationary period which, if used, shall be deducted from the sick days an employee receives upon permanently appointed. Once an employee has attained permanent status, he shall be entitled to all available benefits under this Agreement. For purposes of determining eligibility, the first day of employment shall be used.

## **ARTICLE VI GRIEVANCE PROCEDURE**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement or working conditions. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

2. The term 'grievance' as used herein means any controversy arising over the interpretation, application of, or violation of any of the provisions of this Agreement or working conditions, and may be raised by any individual, the Union on behalf of and at the request of an individual, or group of individuals, or the Township.

3. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE: Should any grievance arise between the Township and an employee, the parties will make an earnest effort to resolve and settle their differences within five (5) calendar days between the aggrieved employee and his immediate superior. Failure to act within the said five (5) calendar days shall be deemed to constitute an abandonment of the grievance. The immediate superior shall render a decision within five (5) calendar days after receipt of the grievance.

STEP TWO: If the grievance cannot be satisfactorily resolved within five (5) calendar days by the immediate supervisor of the employee, the grievance shall be reduced to writing, stating the nature of the grievance, and submitted to the Manager of the Department of Public Works, or his designee, within five (5) calendar days of the supervisor's decision or the time when such decision was to have been rendered. The grievance shall state the nature of the grievance, The Article of the Contract alleged to have been violated and the remedy sought. The Manager shall render a decision, in writing, within ten (10) calendar days.

STEP THREE: In the event the grievance has not been resolved through Step Two, then the employee may present the grievance, in writing, to the Township Administrator, within five (5) calendar days of the decision of the Department Manager or the time when such decision was to have been rendered. The Township Administrator shall render a decision, in writing, within ten (10) calendar days.

STEP FOUR: In the event the grievance has not been settled through Step Three, then the employee may present the matter to the New Jersey Public Employment Relations Commission (PERC) within fifteen (15) calendar days after the determination by the Township Administrator.

An arbitrator shall be selected pursuant to the rules of the New Jersey Public Employment Relations Commission.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provision so this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

The cost for the services of the arbitrator shall be borne equally between the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

The arbitrator shall only be permitted to hear one (1) grievance on only one (1) issue per arbitration. No multiple grievance arbitration will be permitted unless by written consent of the Township and the Union prior to the commencement of the arbitration.

The aggrieved employee shall be entitled to be represented by a representative of the Union in Step Two through Four of the above grievance procedure. Either the Township or the employee may waive, in writing, any one of the grievance steps, but consent by the other party must be obtained in order for said waiver to become binding.

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior step shall be deemed to be conclusive. However, if the grievance is not processed due to the failure of the Township or its designee to render a decision within the time limit specified, the grievance will be deemed to have been concluded in favor of the employee. Nothing herein shall prevent the parties from mutual agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

## **ARTICLE VII DISCIPLINARY ACTION**

1. The Township shall not discipline any employee covered under this Agreement without just cause.

2. All disciplinary action taken by the employer will take one or more of the following formats:

a) Informal, private, or oral reprimand by the immediate Foreman, Water Pollution Control Chief Operator, Supervisor, Assistant Manager, Manager, or his designee, whomever shall be appropriate;

b) A written memorandum by the Assistant Manager or Manager or the designee;

c) A confidential letter of admonition from the Township Committee, copies to the Manager of Public Works;

d) Suspension from duty without pay by action of the Manager or his designee;

e) Transfer or demotion by action of the Township Committee or its designee. 'Demotion' shall include, but not limited to, reduction in grade and/or loss of pay;

f) Dismissal from service by action of the Township Committee or its designee.

3. Nothing shall require the Township to take disciplinary actions in the order they appear in this Article, as long as the action taken is related to the severity of the offense determined to have occurred.

## **ARTICLE VIII PROMOTIONS, TRANSFERS AND JOB VACANCIES**

1. The Township shall maintain the evaluation procedure by which written evaluations of an employee's job performance may provide criteria for promotions and transfers. The Manager shall be responsible for evaluating all employees covered by this Agreement.

2. It is expressly understood by the parties that this provision shall not be applicable where management, in its discretion, reassigns an employee from one division of the Public Works Department to another. In such an instance, the employee shall continue to receive his same salary, seniority privileges and grade classification.

3. a) If new jobs are created or permanent vacancies occur for a higher rated position, the Township shall determine the qualifications for such position and shall determine which, if any, of the applications for said position meet the qualifications. The most senior of those who are determined to be qualified shall be the successful bidder.

b) The Township agrees to post a notice of any new job or vacancy, as defined above, on the bulletin for a period of three (3) working days. Such notices shall contain a description of the job, the rate, and when the job shall be available. Employees who are interested, in order to be eligible, must sign the notice. An employee who fails to sign the notice shall not be eligible for the vacancy or position in question.

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 three (3) working days requirement as set forth under subsection (b) of this section.

d) Any employee who is so selected to fill such job(s) shall be granted a training period up to forty-five (45) calendar days. If it shall be determined by the Township during the training period that the employee is not qualified to perform duties to which he is promoted or transferred, the Township shall place the employee in his former position or in a position equivalent thereto. The promoted/transferred employee shall receive the rate for the job in question as of the day that person begins the training period. If removed from that position, during or at the end of the training period, the employee in question shall receive the rate at the position to which the employee is assigned following his removal.

e) Any employee selected and fulfilling said job vacancy shall serve in the new position a period of not less than six (6) months before said employee may apply for any other transfer or change in job position unless such request is approved by the Manager and at the sole discretion of the Manager.

## **ARTICLE IX HOURS OF WORK AND OVERTIME**

1. The work week shall be forty (40) hours with five (5) consecutive eight (8) hour days, Monday through Friday. The work day shall commence at 7:30 a.m. and terminate at 3:30 p.m. and shall include a one-half (1/2) hour paid meal period. However, it is understood by the parties that the hours of work and the work week shall be flexible at the discretion of the Manager when necessary to meet the needs of the Township. Upon mutual consent of

Management and the employees, from Memorial Day through Labor Day, the work day shall be from 7AM to 3PM.

2. a) Any employee who is required to work in excess of his normal eight (8) hour work day shall be paid at the rate of one and one-half (1-1/2) times his straight time rate for each overtime hour or part thereof.

b) Any employee who is required to work on Saturdays or Sundays shall be paid at the rate of one and one-half (1-1/2) times his straight time rate for each hour or part thereof on such days.

c) Any employee who is called to work on Thanksgiving, the day after Thanksgiving, Christmas Day or New Year's Day shall be paid at double his regular straight time rate. Additionally, the Township agrees to pay double time for non-scheduled and callback overtime worked on July 4<sup>th</sup> and Labor Day.

d) Any employee who is scheduled to work on any other holiday not listed in 2.c above shall be paid at the rate of one and one-half (1-1/2) times his straight time rate. Such payment is to be in addition to regular holiday pay for such pay.

3. a) Any employee who is called to work during hours other than at a time which he would normally be scheduled to work shall be compensated for a minimum of two (2) hours should he be called back to work. In addition, the Township shall be responsible for providing such employee with food during an unplanned meal period where an employee has been called back to work, and works up to at least one hour prior to the commencement of a regularly scheduled shift. The Township shall also be responsible for providing an employee with food where the employee works at least three hours beyond a regularly scheduled shift, provided he has worked an eight hour shift prior to the extended time.

b) All employees shall make every reasonable effort to work emergency overtime when requested unless excused by the Department

c) Opportunity to earn overtime shall be rotated with the intention to achieve equalization of overtime earnings within each job classification, provided the employee is qualified to perform the overtime assignment. It is the employee's responsibility to leave a telephone number where he / she can be contacted. An overtime list shall be posted to reflect overtime worked and refused by each employee in order to equalize overtime opportunities.

4. Each employee in the Water Pollution Control Division who is placed on 'standby' status will receive five hundred (\$500.00) dollars per year. Payment of regular standby monies will be made in two (2) equal installments on approximately June 15<sup>th</sup> and December 15<sup>th</sup> of each year or the nearest payday. An employee in the Water Pollution Control Division shall be subject to disciplinary action if he has been placed on 'standby status' and without just cause, is not available for work when called.



Employees eligible for the \$500.00 standby pay shall receive, prorated, all or that portion of any \$ 500.00 which would have gone to any eligible position vacancy which remained vacant for more than three months cumulatively during the calendar year.

5. No employee's work day or work week shall be altered or reduced as a result of his having worked overtime.

6. There shall be no pyramiding of overtime hours. To the extent practical, overtime shall be equally distributed among all employees of the Department.

7. Employees shall be provided with two (2) coffee breaks daily, fifteen (15) minutes in the morning and ten (10) minutes in the afternoon. In the event the employee is required to work overtime he shall be entitled to one fifteen minute break for every four hours of overtime worked, which break shall be taken during the four hour period as well as a paid one-half hour meal break.

8. All regularly scheduled overtime shall be assigned on a quarterly basis. All employees shall have an opportunity to volunteer for such assignments. Fourteen (14) days before the beginning of the new quarter, a list shall be posted for five (5) working days seeking volunteers. In the event there is an excess of volunteers the assignment shall be by seniority. In the event there are not a sufficient number of volunteers, the Township shall have the right to appoint employees to these assignments by means of inverse seniority.

## **ARTICLE X VACATIONS**

1. The employees covered by this Agreement shall earn and be entitled to vacation of the following basis:

a) one (1) week (five workdays) if employed on or before April 1, if employed after April 1 – no vacation days.

b) Two (2) weeks (ten workdays) upon completion of one (1) year and through the fifth (5<sup>th</sup>) year of consecutive service.

c) Three (3) weeks (fifteen working days) upon completion of the fifth (5<sup>th</sup>) year and through the tenth (10<sup>th</sup>) year of consecutive service.

d) three (3) weeks plus (1) day (sixteen workdays) upon completion of the eleventh (11<sup>th</sup>) year of consecutive service.

e) Three (3) weeks plus two (2) days (seventeen workdays) upon completion of the twelfth (12<sup>th</sup>) year of consecutive service.

f) Three (3) weeks plus three (3) days (eighteen workdays) upon completion of the thirteenth (13<sup>th</sup>) year of consecutive service.

g) Three (3) weeks plus four (4) days (nineteen workdays) upon completion of the fourteenth (14<sup>th</sup>) year of consecutive service.

h) Four (4) weeks (twenty workdays) upon completion of the fifteenth (15<sup>th</sup>) year of consecutive service.

2. Any employee who resigns or is terminated from his position of employment with the Township shall receive accrued vacation on a prorated basis. The aforementioned employee must work for more than half the month in order to receive credit for that month for purposes of calculation the prorated vacation benefits due.

3. Vacation selection shall be made by seniority, and in the event of a scheduling conflict, preference shall be given to those employees who are senior. Any employee who does not pick his vacation on or before the date set by the Township for vacation selection shall forfeit his seniority preferential choice.

4. If an official holiday falls during an employee's vacation period, an additional day of vacation will be granted in lieu of the holiday.

5. All vacations must be taken during the current year and may not be accumulated. However, if an employee is unable to utilize his full vacation entitlement because of the needs of the Department, the employee shall be permitted to carry over such unused vacation time into the following year.

6. Temporary employees are not entitled to vacation benefits. Temporary employees are defined as, but not limited to, employees who are hired for a specific period of time which is not permanent in nature. Part-time employees will receive vacation benefits on a prorated basis determined by a formula based on the hours worked.

7. In order that employees may receive the most benefit from their vacations, not more than seven (7) days of their vacations should be taken at one (1) or two (2) day intervals.

8. All vacations must be scheduled and approved by the Manager or his designee. It is his responsibility to schedule individual vacation so that the activities of the Township Public Works Department may be carried without interruption or inconvenience. Employees shall be given first preference in assignment of vacation in terms of seniority. If an employee shall not select his vacation by the time in which all vacation selections must be made to the Manager or his designee, he will forfeit his seniority choice and will be given vacation days thereafter in accordance with the needs of the Township.

9. Pay in lieu of vacation will not be granted by the Township, except as follows: all earned vacation credits which are not used due to retirement, termination due to disability retirement, or death, shall be paid to the employee on his retirement or termination due to disability, or to his next-of-kin upon the death of the employee.



10. An employee may, at his or her option, carry over up to five (5) days of his or her vacation time to the next year.

**ARTICLE XI  
HOLIDAYS**

1. The following official holidays with pay shall be observed by the Township during the term of this Agreement:

New Year's Day  
Martin Luther King Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

2. If a holiday falls on Sunday, it shall be observed on the following Monday. In the event that a holiday falls on a Saturday, it shall be observed on the Friday preceding the holiday.

3. All employees agree to shift observation of any of the above holidays to any other day to which they and other Township Employees have agreed by a total majority vote.

**ARTICLE XII  
LEAVES AND TIME OFF**

1. Military Leave

a) Any employee who is a member of the organized military or the reserve component of any armed force of the national government shall be entitled to a leave of absence from his respective duty without loss of pay or time on all days in which he shall be engaged in field training, subject to making proper application to the Manager or his designee.

b) Paid military leave shall not affect an employee's vacation.

c) Any employee called to active duty or drafted into the armed forces of the United States shall be granted an indefinite leave of absence without pay. The employee's seniority and longevity shall continue for the full period of his military service. Upon separation from service, such employee must be reinstated without loss of seniority or longevity, provided that he has separated from service under honorable conditions, and he reports for duty with the Chatham Township Department of Public Works no later than ninety (90) days following his date of separation.

## 2. Bereavement Leave

a) In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay for no more than four (4) consecutive work days, one (1) day being the day of the funeral. The term 'immediate family' includes wife, husband, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, brother-in-law, and / or a relative who is regularly living in the employee's household.

b) Notwithstanding the content of the foregoing subparagraph, the Manager, in his sole discretion, may grant special consideration in those situations which are not covered by the above circumstances including situations where it is absolutely necessary that the days not be used consecutive.

c) Reasonable verification of the event may be required by the Township.

d) Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.

e) An employee may make a request of the Manager or his designee for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Manager or his designee, shall be charged, at the option of the employee, either as a personal day or against accumulated compensatory time off.

3. Any employee who is called to appear before a court in connection with his duty, or is called to serve on a jury, shall be entitled to receive his regular pay for the period of time in which he is officially before the court, even for the purposes of obtaining excuse. Employees shall not volunteer for jury duty. The parties recognize that a person summoned to jury duty must appear in court and can only be excused by the court.

4. An employee may be granted a leave of absence without pay for a specific purpose when approved by the Township Committee. An application for leave without pay must be submitted to the Manager, in writing, thirty (30) days in advance of its effective date. The application must state the reason for request for such leave and must contain the statement that the employee is not withdrawing his retirement fund contribution and that he intends to return to duty upon completion of the leave.

5. Each employee shall be entitled to two (2) personal days leave per year. An employee shall request a personal day forty-eight (48) hours in advance of said day off. The request may be denied by the Manager when it is necessary to meet the needs of the Township. Unless an employee has requested personal day leave during the year and the request was denied to him, he shall not be compensated because such days were not taken, since personal days are not accumulative. Personal days will not be given for situations which are, but not limited to:

- a) The extension of a vacation leave;
- b) The extension of a holiday;
- c) The extension of sick leave beyond the normal entitlement;
- d) To work another job.

The forty-eight (48) hour advance request requirement shall be waived when a request for a personal day arises from an emergency condition or an emergency situation which would make such advance request impossible or impractical, provided, however, that the Township reserves the right to request that an employee supply proof or documentation of the emergency condition or emergency situation. For purposes of this Section, an emergency condition or emergency situation is one in which the employee could not have reasonably anticipated and/or requires personal action or attention by the employee that cannot be reasonably accomplished during non-working hours.

Personal day requests shall be in writing and must contain the reasons for such leave. Temporary employees and part-time employees are not eligible for this benefit.

### **ARTICLE XIII HEALTH BENEFITS PROGRAM**

1. The Township shall provide to each member covered under this Agreement full coverage substantially similar or comparable to the coverage known as the Direct 10 program currently provided under the New Jersey State Health Benefits Program. Coverage shall be extended to the entire family of the employee, including spouse, and all children, in accordance with the rules of eligibility for the SHBP. In the event that the SHBP modifies the Plan Options in future years, The Township shall only be obligated to offer the remaining or modified plans and shall not be obligated to reimburse any member for any increases in deductibles, co-insurance or premiums resulting from said modifications.

2. Employees covered under this Agreement who, have had twenty-five (25) years or more vested in P.E.R.S., upon their retirement from the Township's employ, shall be entitled to have the Township pay the premium charges for themselves and their dependents (including surviving spouses) in regard to insurance coverage. Also, employees (and surviving spouses) who were retired on disability retirement are eligible for such, even if they do not meet the twenty-five (25) year requirement. In addition, the Township shall be responsible for the payment of Medicare charges for such retirees and their spouses who are covered. The

Township will bear the full expense of such insurance premiums and Medicare charges in accordance with Chapter 88, P.L. 1974, as amended by Chapter 436, P.L. 1981.

3. The Township reserves the right to change insurance carriers and/or to self-insure so long as comparable benefits are provided. If the Township should change insurance carriers, advance notice will be given to employees of the bargaining unit.

4. Effective upon the execution of this Agreement, the Township's Family Dental Plan, in shall be implemented. The Township shall have the right, after consultation with the Union, to change carriers providing it obtains substantially similar coverage. The parties further agree that the benefit shall not be extended to retirees. The cost of the benefits shall be divided so that the Township pays seventy-five (75%) percent and the employee pays twenty-five (25%) percent.

5. If a drug prescription or eyeglass plan is provided to any other township employee, that plan which provides the greatest benefits for any group of employees shall automatically and immediately be provided to members of this bargaining unit without the necessity of further negotiations.

6. All employees shall make a contribution to the cost of the health insurance premium in accordance with the schedule of contributions established by the State of New Jersey. Employees hired prior to January 1, 2013 shall be placed at year one (1) of the State's schedule. The minimum contribution required is 1.5% of the employee's base salary. Said contribution will be in the form of a payroll deduction.

7. Employees hired on or after January 1, 2013 shall be placed at year four (4) of the State schedule.

8. Employee's hired on or after January 1, 2013 shall not be eligible for post-retirement health benefits.

#### **ARTICLE XIV SICK LEAVE**

1. Sick leave shall be defined as absence of an employee from post or duty because of illness, accident or exposure to contagious disease.
2. All sick leave balances accumulated as of January 1, 2004 shall be carried forward and available for use in accordance with the rules for sick leave usage.
3. Effective January 1, 2004 all employees shall earn 12 sick days per year which may accumulate without limit.

In the event an employee has been absent on sick leave for more than four (4) continuous months in any given calendar year, the employee must return to full duty for a continuous period of not less than sixty (60) working days before such employee is eligible to obtain the above-mentioned annual sick leave allotment.

The Township may require proof of illness of an employee on sick leave, where such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In addition, in cases where an illness is of recurring or chronic nature, even if the recurring absences are one (1) day or less, the Township reserves the right to require competent medical evidence to be submitted prior to the reinstatement of said employee and also reserves the right to have the employee examined by the Township physician before returning to duty.

In all cases of reported illness or disability, the Township reserves the right to send the employee to the Township physician to investigate the report or to send to the Township physician for examination. In all cases where the Township sends an employee to the Township physician for examination, the Township will pay the costs.

4. When an absence due to illness does not exceed two (2) consecutive work days, normally the employee's statement of the cause will be accepted without a supporting statement by the attending physician. The Township reserves the right to have the employee examined by the Township physician before returning to duty. An absence in excess of two (2) consecutive work days may, in the discretion of the Manager or his designee, on a case by case basis, require a written statement from the attending physician. The Township also reserves the right to require the employee to be examined by the Township physician and certified as fit for duty before returning to duty.
5. Employees who retire after completing twenty-five (25) or more years of service shall be entitled to payment for fifty (50%) percent of unused, accumulated sick days up to a maximum of seven thousand five hundred dollars (\$7,500.00).
- 5a. Employees who retire after completing fifteen (15) or more years of service shall be entitled to payment for twenty-five per cent (25%) of unused, accumulated sick days up to a maximum of \$5,000

6. Payment which an employee receives under the provisions of Workmen's Compensation or temporary disability laws shall either be remitted to the Township or used as an offset to full salary payments.

7. Except otherwise provided by law, any employee who is absent from duty without just cause or leave of absence for continuous period of five (5) days shall cease to be a member of the Department.

8. Members and employees unable to report for duty because of sickness or injury shall notify the Manager or his designee in person or by telephone at or before 7:30 a.m., unless the circumstances of his illness or injury prevent him from doing so. If unable to report, a relative or other responsible person shall notify the Department with all pertinent facts.

9. Employees, when sick or injured, shall be responsible for notifying the Department as to their place of confinement or of any subsequent change in their place of confinement. If an employee is unable to report such confinement or change, a relative or other responsible person shall notify the Department of all pertinent facts.

10. Employees who are absent in an unauthorized manner may be subject to disciplinary action being preferred against them. An unauthorized absence occurs when employees:

- a) who, without authorization, are not at home or at their place of confinement while on sick leave;
- b) who feign illness or injuries;
- c) who deceive the Township physician in any way as to their true condition;
- d) who violate any provisions concerning their reporting of sickness or injury.

11. Any employee who has perfect attendance, i.e. does not use any sick leave during the year, shall be granted an additional personal day in the following year.

**ARTICLE XIV (A)  
FAMILY MEDICAL LEAVE**

The Township shall grant leave in accordance with the Federal and State Family Medical Leave Act as outlined in the Township's Employee Handbook.



**ARTICLE XV  
SENIORITY**

1. For purposes of this Agreement, seniority shall be defined as the length of continuous service as determined from the employee's date of hire with the Township.

2. In the event it becomes necessary to reduce the number of employees, the affected employee(s) and the Union shall receive three (3) weeks notice. Layoff shall be by strict seniority with the least senior employee unless he is the only employee who holds a state license which is essential for Township operations, he or she may be retained in lieu of the next least senior person who does not hold a state license essential for Township operations.

3. The Township shall not hire any additional permanent employee while there are permanent members on layoff status who are entitled to recall until it shall first offer such position to the laid off employee. Should the laid off employee refuse such position, the Township may then seek additional employees.

4. Layoff and Recall Status

(a) An employee who is on layoff status shall be responsible for keeping the Township advised of his latest home address. The Township's recall responsibility shall be considered satisfied when it notifies an employee who is on layoff status of recall, by certified or registered mail, sent to his last known home address. The laid off employee must then notify the township within ten (10) days of receipt of such correspondence of his intention and desire to return to work. Should the employee fail to do so, he may be considered as having waived his right of recall. An employee may also be considered as having waived his right of recall if no signature appears on the return receipt card, or no notification is garnered from the post office that the employee in question lives at his last known home address. The Township may, within ten (10) days of notification by the post office of such, consider the employee to have waived his right of recall.

(b) An employee shall lose his right of recall, irrespective of sub-paragraph (a) above, when he has been on layoff for a continuous period exceeding two (2) years.

**ARTICLE XVI  
SPECIAL SCHOOLING AND LICENSES**

In the event that the Township requires any employee of the Public Works Department to attend special schooling or secure necessary licenses, including the articulated motor vehicle license, all costs will be paid by the Township and attendance shall be at no loss of pay. However, if the special schooling or necessary licenses are required to obtain a job or acquire qualifications for a new job title, the Township will not be required to pay the costs for such school or licensing but attendance shall be at no loss of pay.

Employees assigned to the Water Pollution Control Plants who are required by the Township to have and maintain sewer Treatment and Collection licenses shall be compensated as follows:

S1 or S2, C1 or C2 - \$300 per year.

S3 or S4, C3 ,or C4 - \$500 per year.

Compensation shall be paid only for the highest license held and shall be paid with the first pay of the year, on or about January 15<sup>th</sup> provided that the employee has provided proof of a valid license.

Employees attending an approved training class after work hours shall be released an hour prior to the end of the workday without loss of pay.

## **ARTICLE XVII MANAGEMENT RIGHTS**

1. Except as modified by the provisions of the Agreement, the Township unto itself sole jurisdiction and authority over matters of policy and the rights in accordance with, but not limited to, the laws of the Untied States and the State of New Jersey to do at least the following:

- a. To direct employees of the Township;
- b. To hire, assign, promote, transfer and retain employees covered by this Agreement;
- c. To demote, discharge and take disciplinary action for just cause against employees covered by this Agreement;
- d. To make work assignments, work and shift schedules, including overtime assignments;
- e. To relieve employees from duties because of lack of work or other legitimate reasons;
- f. To maintain the efficiency of the Township's operations entrusted to it;
- g. To determine the methods, means and personnel by which such operations are to be conducted;
- h. To take any other lawful action in respect to its employees.

2. The exercise of the foregoing shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms thereof are in conformance with the Constitution and Law of the State of New Jersey and of the United States.

3. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority, under any other national, state, county or local laws or ordinances.

## **ARTICLE XVIII MISCELLANEOUS PROVISIONS**

1. The Township shall provide a bulletin board at a suitable location for posting of notices by the Union. Said bulletin board shall be used by the Union for the posting of notices directly related to Union business and/or social activities in which the Union is involved. Said bulletin board shall not be used for the posting of any notices which are political in nature nor critical of the Township, the Manager, or any member of his staff.

2. Whenever an employee is laid off, the Union shall be notified at the same time as the affected employee.

3. The Township may provide compensation, up to a maximum of \$ 150.00, for eyeglasses which are lost or damaged during work hours, provided that proper safety precautions are instituted by the employee, in any one calendar year

## ARTICLE XIX SALARY

1. The Township does hereby consent to an overall wage increases for employees hired prior to January 1, 2013 as follows:

Effective January 1, 2013 – 1.75%  
Effective January 1, 2014 – 1.75%  
Effective January 1, 2015 - 1.75%

		2012	2013	2014	2015
Grade III	Step I	\$42,588	\$43,334	\$44,092	\$44,864
	Step II	\$45,256	\$46,048	\$46,854	\$47,674
	Step III	\$47,927	\$48,766	\$49,619	\$50,488
	Step IV	\$50,598	\$51,484	\$52,385	\$53,301
Grade II	Step I	\$55,289	\$56,256	\$57,241	\$58,242
	Step II	\$57,310	\$58,313	\$59,334	\$60,372
	Step III	\$60,607	\$61,667	\$62,746	\$63,845
	Step IV	\$63,903	\$65,021	\$66,159	\$67,317
Grade I	Step I	\$66,249	\$67,408	\$68,588	\$69,788
	Step II	\$67,656	\$68,840	\$70,045	\$71,271
	Step III	\$70,902	\$72,143	\$73,405	\$74,690
	Step IV	\$74,148	\$75,445	\$76,766	\$78,109
Ass't Foreman/ Ass't Chief Operator		\$77,630	\$78,989	\$80,371	\$81,777
Foreman		\$86,955	\$88,477	\$90,025	\$91,601
General Foreman		\$91,356	\$92,954	\$94,581	\$96,236

Employees hired  
after 12/31/2012

Grade III	Step I	\$35,000
	Step II	\$37,500
	Step III	\$40,000
	Step IV	\$42,500
	Step V	\$45,000
	Step VI	\$47,500

Employees shall advance on January 1 of each year to the salary commensurate with their Step and Grade.

Employees shall advance to the next Step within their Grade on the anniversary date of their hiring, until they reach the top of the Grade (Step IV).

For employees hired in Grade III on or after January 1, 2013 they shall advance to Grade II after completing Step VI.

Advancement to the next Grade shall be accordance with the rules described below in Article XIX Section 3.

2. The employees who are designated to serve in the position of Acting Assistant Foreman on a temporary basis will receive fifty dollars (\$50) per day for each day or part thereof that they serve in said position. The designation of such will usually be made prior to the beginning of the workday. However, special situations that require the designation of an Acting Assistant Foreman during the workday will be made by the Manager or his designee during that work day.

3. Salary Scale System Rules and Regulations

a) The Manager shall determine all demotions, promotions, and step deductions based upon, but not limited to, the recommendations of the employee's immediate Supervisor and the following evaluation criteria:

- (1) employees skills;
- (2) employees work performance;
- (3) employees work attitude.

The Manager shall also take into consideration the recommendations of other management employees.

b) When promoted from one labor grade to another, the employee will be placed in the step above his present salary.

c) The parties agree that any foreman or assistant foreman who might be demoted, except for disciplinary reasons, shall retain the higher salary as a 'red circled' rate, meaning that the rate shall remain in effect until the rate of the new lower grade rises to the higher level.

**ARTICLE XX  
LONGEVITY**

1. The annual longevity payments will be made to all employees covered by this Agreement:

After four ( 4) consecutive years of service -	\$ 450.00
After eight ( 8) consecutive years of service -	\$ 900.00
After twelve (12) consecutive years of service -	\$ 1,350.00
After sixteen (16) consecutive years of service -	\$ 1,800.00
After twenty (20) consecutive years of service-	\$ 2,000.00

2. Longevity payments shall be included with the base salary payments, and in no instance shall payments be made less frequently than monthly. Any adjustments to these longevity payments shall be the result of negotiations over the amounts of the longevity payments and the Township and the Union acknowledge that no adjustments to annual longevity payments shall occur automatically as a result of any changes to base salaries.

3. Employees hired on or after January 1, 2013 shall not be eligible for longevity payments.

**ARTICLE XXI  
MAINTENANCE OF WORK OPERATION**

1. The Union hereby covenants and agrees that for the duration of this Agreement, neither the Union nor any person acting on its behalf or cause, shall authorize or support any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work, stoppage, slow-down, walk-out, or other illegal job action against the Township. The Union agrees that such action will constitute a material breach of this Agreement.

2. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in all such activities by any Union member shall entitle the Township to invoke any of the following alternatives:

- a) Withdrawal of Union recognition
- b) Withdrawal of dues deduction privileges (if previously granted)
- c) Such activities shall be deemed grounds for termination of employment of such employees.

3. The Union agrees it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or any other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and resist from same immediately and return to work, and take such other steps as may be necessary under the circumstances bring about compliance with the Union.

4. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union or its members.

**ARTICLE XXII  
FULLY BARGAINED AGREEMENT**

1. This Agreement represents and incorporates the complete and final understanding and settlement between the parties on all bargainable issues which were or could have the subject of negotiations.

2. During the duration of this Agreement, neither party will be required to negotiate with respect to any matter nor covered by this Agreement, unless one party requests the negotiation of such in writing and the other party agrees to such in writing. This does not bind either party to coming to a mutual agreement on the matter(s) in question.



## **ARTICLE XVIII REPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect for the duration of the Agreement.

## **ARTICLE XXIV UNIFORMS**

1. At the time of permanent appointment of employment with the Township, the Township shall provide, at its own expense, to each employee the following uniforms: five (5) shirts; five (5) pairs of pants; one (1) lightweight jacket for Spring and Fall; one (1) heavy weight jacket for Winter and one (1) sweat jacket. In addition to the foregoing, each employee will be provided with two (2) pairs of safety shoes and five (5) tee shirts. The DPW Manager may permit the wearing of cargo pants by those who choose to wear them, as long as they meet the uniform standards of the Department.

2. The Township will replace items of clothing due to wear and tear upon proof of such wear and tear to the Manager or his designee. Items that are lost and must be worn for the safe performance of a job by the employees covered by this Agreement are to be replaced at the expense of the employee.

3. The employer shall be liable for clothing replacement as described in paragraph 2., immediately preceding to each employee for an amount up to but not exceeding \$450. Employees shall receive new items of clothing on an as-needed basis as determined by the employee and the Manager or his designee. Beginning January 1, 2011, the limit shall be increased to \$550 with the additional \$100 specifically earmarked for the purchase of safety shoes/boots.

4. Work gloves, foul weather gear and other safety equipment will be provided by the Department as necessary.

5. Uniforms of employees who are assigned to the shop and Water Pollution Control Divisions will be laundered by the Township at the Township's expense. Other employees shall be responsible for maintaining their uniforms at their own expense.

6. Employees shall not be permitted to wear their uniforms during off-duty hours except while in process of traveling to and from work.

7. Employees who are assigned to the mechanic shop and sewer treatment plants shall receive a winter jacket in lieu of the increased uniform allotment.

**ARTICLE XXV  
OFF-DUTY EMPLOYMENT**

1. An employee shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty.
2. It is understood that the employee will consider their position with the Township as their primary employment. Any off-duty employment or activity must not interfere with the employee's efficiency in his position with the Township.
3. No employee during his off-duty hours shall be permitted to wear his department uniform.
4. Failure to comply with the above sections may be the basis for disciplinary action.

**ARTICLE XXVI  
DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for the period of January 1, 2013 through December 31, 2015. This Agreement contains the entire understanding of the parties and for all purposes shall be deemed the full and final settlement of all bargainable issues between the employee and the employer. All the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement has been executed and becomes effective.

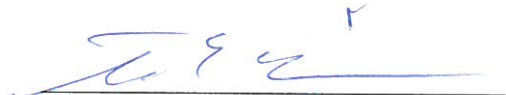
In the event the parties are unable to reach satisfactory resolution of issues which are the subject of negotiations for any successor Agreement, the unresolved issues will be submitted to compulsory interest arbitration with the decision of the Arbitrator being final and binding on the parties. Selection of the Arbitrator will be made in accordance with the rules and regulations established for compulsory binding interest arbitration for uniform services under the Public Employment Relations Commission.

**IN WITNESS WHEREOF**, the parties hereto have caused this to be signed and attested by the proper corporate officers and its corporate seal affixed and have hereunto set their hands and seals on this 14 day of Dec., 2012

Attest :


TOWNSHIP OF CHATHAM

  
Clerk

  
Township Administrator

Attest:

IBT LOCAL No. 469

  
Shop Steward