

AGREEMENT

BETWEEN

THE TOWNSHIP OF Tewksbury,
Hunterdon County, NEW JERSEY
AND
TEAMSTERS LOCAL UNION #469 DPW (BLUE COLLAR BARGAINING UNIT)

JANUARY 1, 2014 TO DECEMBER 31, 2017

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PREAMBLE

THIS AGREEMENT, made this _____ day of _____, 2015 between the TOWNSHIP OF TEWKSBURY (hereinafter called the "Township"), and LOCAL UNION NO. 469 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (hereinafter called the "Union") represents the complete and final understanding on all issues subject to this collective bargaining agreement between the Township and the Union;

WHEREAS, the parties have carried on collective negotiations for the purposes of developing a contract governing wages, hours of work, and terms and conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Employees of the Township recognized as being represented by the Union, as follows:

ARTICLE I
RECOGNITION

A. The Township hereby recognizes Local Union No. 469 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the exclusive representative for purposes of collective negotiations with respect to wages, hours of work and other terms and conditions of employment for all regularly employed blue collar employees employed by the Township of Tewksbury, but excluding all other employees including managerial executives, confidential employees, and supervisors within the meaning of the act; professional employees, police, craft employees, casual employees, seasonal employees, white collar employees and all other employees employed by the Township of Tewksbury..

ARTICLE II
DUES CHECK OFF

A. The Township agrees, for each of its employees covered by this Agreement, who in writing authorizes the Township to do so, that it will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for each such employee's membership in the Union. Deductions shall be made from each payroll period in equal amounts and initiation fees shall be deducted in the same method as the dues immediately following the completion of the probationary period.

B. The Union dues deducted from an employee's pay will be transmitted to the Secretary Treasurer of Local Union 469 of the Union by check within ten (10) working days after the first period in which deductions are made, and within (10) working days after such deductions are made each month thereafter, and said dues deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.

C. The Union agrees to furnish written authorization in accordance with the State statute (N.J.S.A. 52:14-15.9(e) from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State statute, as well as all other applicable provisions of law pertaining to

dues check off.

D. The amount of monthly Union membership dues will be as set forth on the signed dues authorization card. Any change in the amount of dues will be evidenced by a new signed dues authorization card from the employees. The Union agrees to give the Township two weeks advance written notice of any change in membership dues.

E. The Union agrees that it will indemnify and hold harmless the Township against any actions, claims, loss or expenses in any manner resulting from action taken by the Township at the request of the Union under this Article.

ARTICLE III
UNION REPRESENTATION

A. Upon notification to and approval by the appropriate supervisor, the privilege of the steward to leave work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable, will be devoted solely to the proper handling of legitimate Union Business, and will not unduly interfere with the normal working operations of the Township. The Union agrees that it will notify the Township in writing as to the name of the employee designated as steward, and the Union further agrees that the privilege of attending to legitimate Union business during working hours shall not be abused.

B. 1. The Township recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and 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 provisions of this agreement;

b. The collection of dues when authorized by appropriate local Union action;

c. The transmission of such messages and information which originate with, and are authorized by the local Union or its officers, provided such messages and information:

(1) have been reduced to writing, or

(2) 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 Township's business.

2. Job stewards and alternates have no authority to take strike action, or any other action interrupting the Township's business.

3. The Township recognizes these limitations upon the authority of job stewards and their alternates; and shall not hold the Union liable for any unauthorized acts, provided the Union takes all reasonable affirmative action to prevent and/or to stop any unauthorized acts.

4. The Township in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppages in violation of this agreement.

5. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Township, without loss of time or pay; provided, however,

that such time spent shall not exceed one-half hour. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

C. A duly authorized representative of the Union designated in writing, after notice to the Township Administrator and the Public Works Superintendent or his designee in charge, during reasonable business hours, shall be admitted on to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints arising under this Agreement, provided, however, that there is no interruption of the Employer's working schedule.

D. 1. The Township will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.

2. The Township will notify the Union in writing prior to a layoff in accordance with the provisions of Article 25(2).

3. The Township will provide the Union with an updated list of covered employees showing name, address, classification, and last four digits of Social Security number.

4. The Township will notify the Union of additions and deletions in the payroll of covered employees as they occur.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Union recognizes that the management of all operations, the control of its properties and the maintenance of order and efficiency is vested in the Township, except as limited or modified by this Agreement; and except as so modified or otherwise provided by this Agreement, these management rights shall include, but shall not be limited to, the right to:

1. Select and direct the working forces;
2. Hire, suspend, discharge, or take other appropriate disciplinary action against an employee for just cause;
3. Assign, promote, transfer or lay off employees;
4. Determine the scheduling of overtime to be worked;
5. Decide the number and location of its facilities;
6. Determine the maintenance and repair work to be performed;
7. Determine the amount of supervision required;
8. Determine the machinery and tool equipment to be purchased and utilized, determine methods and schedules of work and determine the selection, procurement, designing,

engineering and control of equipment and materials;

9. Purchase the services of others by contract or otherwise, except as this right may be otherwise specifically listed to this Agreement.

10. Make reasonable and binding rules and regulations which shall not be inconsistent or contrary to this Agreement.

ARTICLE V

NO STRIKE NO LOCKOUT

A. It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree for the term of this Agreement, that there will not be and that the Union, its officers, members, agents or principals will not engage in, or sanction, strikes, slowdown, job action, mass resignations, mass absenteeism, sick outs, or other similar action which would involve suspension of or interference with normal work performance.

C. The Township shall have the right to discipline or discharge any employee causing a strike, slowdown, or other such interference.

D. In consideration of the foregoing, the Township agrees not to lock-out or cause to be locked out, any employee covered under this provision of this Agreement.

ARTICLE VI

DISCIPLINE AND DISCHARGE

A. The parties agree that nothing herein shall in any way prohibit the Township from discharging or otherwise disciplining any employee covered by this Agreement, regardless of seniority, for just cause. Notice of discharge or suspension shall be served upon the Union at the same time it is served upon the employee involved.

B. In the event that an employee feels that they have been discharged or suspended unjustly, said employee or the Union, shall have the right to file a grievance, which must be in writing, with the Township within five (5) working days from the time of discharge or suspension. Said grievance shall be initiated at the second step of the grievance procedure as herein provided with a hearing convened within ten (10) days. If no grievance is filed within the time period specified, then said discharge or suspension shall be deemed to be absolute unless such time period is extended by mutual written agreement of the parties.

C. Except in cases of alleged major offenses, an employee covered hereunder shall receive one prior written "first warning" notice of offense before suspension or discharge is imposed as a form of discipline.

ARTICLE VII

SENIORITY

A. Seniority shall mean a total of all periods of employment within classification covered by this Agreement.

B. An employee shall lose seniority rights only for one of the following reasons:

1. Voluntary resignation
2. Discharge for just cause
3. Failure to return to work within five (5) working days after being recalled by registered or certified mail, unless such time is extended by mutual consent of the parties, or unless due to actual illness or accident, in which event consideration will be given as to what extension, if any, will be granted to accept re-employment. (The Township may require substantiating proof of illness or accident). The employee shall immediately notify the Township of their intent to accept re-employment.

4. Continuous layoff beyond recall period for re-employment outlined in this Agreement.

5. Absence without notice for five (5) or more days.

ARTICLE VIII

PROBATIONARY EMPLOYEES

A. New employees will be regarded as probationary for the first ninety (90) working days of employment. During the probationary period, a probationary employee is not entitled to the rights and/or privileges set forth in the agreement including but not limited to the grievance procedure set forth in article 19. During the probationary period a probationary employee is an at will employee who may be discharged for any reason or no reason. This time period may be extended by an additional ninety (90) working days in the sole discretion of the Township upon notification to the Union. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period. After successful completion of their probationary period, the said new employee will be placed on the seniority list retroactive to the first day of work.

ARTICLE IX

PROMOTION

A. The Township agrees to give preference for promotion and advancement to the then current employees.

B. All vacancies within the Public Works Department will be posted on the bulletin board for eleven (11) working days. Such notice shall contain a description of the job and the rate of pay (minimum and maximum where applicable). Employees wishing to bid for said posted jobs shall sign their names to the notice.

C. Following the above prescribed period, if the position is to be filled by promotion rather than lateral transfer or new hire, the Township shall award the posted job to the most qualified employee, as determined solely by the Township, who has signed the posting, with the basic requirements needed to perform the work in the new classification. If, in the sole determination of the Township more than one (1) employee is equally qualified, the most senior employee should be given the promotion.

D. A successful bidder shall receive a trial period of ninety (90) days on his new assignment, which may be extended by an additional ninety (90) days in the sole discretion of the Township upon notification to the Union. During the trial

period, the successful bidder shall be compensated by a rate increase equal to one half the difference between his old rate and the rate of the next higher classification for which he has bid.

E. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the trial period, the employee shall be returned to their former classification and shall assume seniority and pay as though they had never left their old classification. If an employee fails to satisfy the job requirements, they shall be precluded from bidding or promotion for a period of one year from the date of the last trial period, unless such restriction is relaxed by mutual consent of the parties.

ARTICLE X

HOURS OF WORK

A. The Township agrees that forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week, Monday through Friday, shall constitute a regular week's work, hereinafter called the work week, and employees shall be paid at the regular straight time rates of pay hereinafter provided. The normal hours of work shall be from 7:00 a.m. to 3:30 p.m., during which time the Township shall allow a one-half hour unpaid lunch period each work day, and shall allow two 15 minute paid coffee breaks, one in the am and one in the pm during the regular work day. This definition shall not be construed as a limitation of the number of hours of work which the Township may require.

B. The Township agrees to the following "call in" guarantees;

1. Minimum guarantee of three (3) hours work or pay in lieu thereof at the applicable premium rate when the employee is called in for work outside their regular schedule.

2. "Call in" guarantees shall not apply when the employee is notified to report early on their regular schedule or is held over at the end of their regular schedule.

4. "Call in" time starts when employees report for work at the Township's premises or designated job site.

C. There will be a ten (10) minute wash up time prior to the end of each work day.

ARTICLE XI

OVERTIME

A. The Union recognizes the Township's need for and right to require reasonable amounts of overtime.

B. The schedule for working such overtime will be established by the Township.

C. The Township agrees that it will pay time and one half or double time the regular straight time hourly rate for all authorized time actually worked:

1. In excess of forty (40) hours of work (exclusive of any lunch break) in the work week;

2. For hours actually worked (exclusive of any lunch break) or guaranteed, whichever is applicable, on Saturdays and Sundays.

D. 1. Overtime must be approved in advance by the employee's department head as necessary within budget constraints except in the case of an emergency as verified by the Township Administrator.

2. For emergency situations where short notice is given, employees will be expected to make every effort to work overtime if possible. The refusal to work overtime without valid reason may be cause for disciplinary action.

E. Overtime pay on Sundays and holidays (holidays as

stated in this Contract), will be at two (2) times the hourly rate of pay.

F. 1. Overtime shall be equally distributed to the extent possible among the employees capable of completing or performing the work to be completed. No overtime shall be worked or paid for unless first authorized by the Department Head.

2. The method of recording an employee's overtime will be as follows:

- a. Overtime the employee physically worked;
- b. Overtime the employee orally refused or was too ill to work, or the employee was otherwise unavailable.

3. The Township will maintain a current list of overtime actually worked together with overtime charges in accordance with Section F.2. of this Article.

4. There shall be no pyramiding of overtime.

G. Unauthorized working of overtime may be cause for disciplinary action.

H. The Union can anticipate a reasonable expectation of nutritious food being provided by the Township.

I. The Township agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

ARTICLE XII

BULLETIN BOARD

A. The Union shall have the use of a bulletin board on the Township's premises for posting of notices relating to Union meetings, official business, and social functions only. No defamatory or malicious writing of any nature whatsoever shall be placed on the Union bulletin board, and the Union agrees to immediately remove any such defamatory or malicious writings which may be posted.

ARTICLE XIII

HOLIDAYS

A. The following days are designated as holidays for all employees covered by this Agreement:

New Years Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

B. Employees who do not work on the observed holiday shall receive their regular daily rate of pay for each day. Employees who are required to work on an observed holiday will be paid their regular holiday pay plus payment at their premium rate of pay for all hours actually worked or guaranteed as

referred to in Article XI of this Agreement, whichever is greater, (exclusive of any lunch break) on such holiday.

D. Any holiday which falls on Saturday shall be celebrated the preceding Friday and any holiday which falls on Sunday shall be celebrated the following Monday.

ARTICLE XIV

VACATIONS

A. All permanent full time employees covered by this Agreement are authorized an annual vacation allowance with pay which shall accrue to said employee on a calendar year basis as follows:

1. Employees shall be entitled to ten (10) working days' vacation after completion of their first year of employment with the Township. Vacations may only be taken upon the completion of the first year of employment.

2. Employees shall be entitled to fifteen (15) working days' vacation upon completion of five (5) consecutive years of employment with the Township.

3. Employees shall be entitled to twenty (20) working days of vacation upon completion of ten (10) consecutive years of employment with the Township.

4. Employees will receive twenty-five (25) days vacation upon completion of 15 years of service.

5. Employees shall receive 30 days of vacation after the completion of 20 years of service.

6. For purposes of computing vacation entitlement,

eight (8) hours at the employee's regular straight time hourly rate of pay shall constitute a working day.

C. It shall be the responsibility of the Township to determine the scheduling of an employee's vacation, consistent with the following provisions:

D. Vacation periods of ten days may be carried over and used through the following calendar year. An employee whose employment is terminated prior to the expiration of their probationary period will not be entitled to annual vacation or pay in lieu thereof.

E. In the event a holiday named in this Agreement falls during an employee's vacation period, such employee will not be charged for a vacation day. Vacations may be taken throughout the calendar year.

F. An employee who has resigned or who has otherwise separated from employment for reasons other than associated with termination for just cause (including voluntary separation in lieu of discipline) shall be entitled to the vacation allowance for the current year prorated on the basis of one twelfth (1/12) of his vacation entitlement or each month worked from last anniversary date to the date of their separation becomes effective which shall be payable not later than forty-five (45) days from the date of separation. Said employee shall use all prorated vacation before date of separation. Any

vacation taken in excess of vacation earned shall be deducted from the employee's final pay check.

G. Requests for two or more consecutive weeks of vacation time must be approved by the administrator.

ARTICLE XV

HEALTH INSURANCE

A. The Township shall provide medical, dental and prescription coverage to employees, their spouses or partners and dependents through the State Health Benefits Program or equivalent.

B. Chapter 78 contributions shall be made in accordance with the NJ State Statute or 1.5% of salary, whichever is applicable.

C. Employees will receive a \$200.00 annual allowance towards eye care, however if the \$200.00 is not used in the calendar year it will be carried over to the next with a \$400.00 maximum level. This will be used for exams, lenses, frames or contact lenses. This provision applies to employees and their immediate family (spouse and dependent children).

D. The Township shall reimburse employees up to \$100 per year for membership in a health club/fitness center/wellness center on presentation of receipts.

ARTICLE XVI

DEATH IN THE FAMILY

A. Wages up to three (3) days will be paid during the absence from work of permanent full time employees when such absence is caused by the death and attendance at the funeral of mother, father, sister, brother, spouse, children, step-parents, grandparents and in-laws and one (1) days for other relatives such as cousins, aunts and uncles. In the event the death and funeral occur out-of-state, the wages paid for such absence shall be increased by one day, respectively. All days shall be consecutive working days and shall commence between the day of death and the day of the funeral.

ARTICLE XVII

The Township shall abide by all applicable Federal and State laws governing discrimination.

ARTICLE XVIII

JURY DUTY

A. An employee summoned for jury duty shall receive his regular pay from the Township without interruption or deduction for such period. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible or if the employee is excused after 1:30 p.m., except in the cases of emergency.

B. If applicable, any payment received for jury duty shall be remitted to the Township.

ARTICLE XIX

GRIEVANCE AND ARBITRATION

A. The purpose of the grievance procedure shall be to settle all grievances between the Township and the employees covered by this Agreement at the lowest possible level, so as to insure efficiency and promote employee morale.

B. A grievance is hereby defined as any difference which may arise between the Township and the Union or between the Township and any of its employees covered by this Agreement, concerning the interpretation, application or compliance with the provisions of this Agreement.

C. The procedure for the settlement of grievance shall be as follows:

STEP 1 - The aggrieved employee or employees and the shop steward shall present the grievance in writing to the department head or his designee within five (5) working days after the facts giving rise to the grievance have occurred. The Department Head or his Designee shall answer the grievance within five (5) working days within the date it is received.

STEP 2 - If the grievance is not resolved satisfactorily at Step 1 or if no answer has been received within the time limit as set forth in Step 1, the Union shall

present the grievance in writing to the Township Administrator or any such representative within ten (10) working days. A written decision on the grievance shall be submitted to the Union within ten (10) working days after its presentation.

STEP 3 - If the grievance has not been satisfactorily resolved in Step 2 hereof, the Union may, within ten (10) working days following the time period set forth under Step 2 hereof, refer the matter to the Public Employees Relation Commission for selection of an arbitrator when a dispute exists regarding the interpretation and/or application of a specific provision of this Agreement:

a. A request for arbitration shall be initiated by the Union by serving upon the other, a notice in writing of its intent to proceed to arbitration within the time limits herein above specified.

b. Said notice shall identify the provisions of the agreement involved, the employee involved, and a statement of the Grievance or grievances which were made the subject of the previous steps.

c. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, nor modify the provisions of this Agreement, or to establish or change any wage rate. The arbitrator shall confine the decision

solely to the application and/or interpretations of this Agreement.

d. A decision of the arbitrator shall be binding on both parties, and shall be rendered within thirty (30) days after hearing the dispute.

e. All fees and expenses or administrative charges for the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case, including the expense pertaining to all of their respective witnesses.

f. The arbitrator shall hold the hearing at a time and place convenient to the parties.

g. In cases involving back pay, the arbitrator may award such back pay only to the date of the filing of the grievance.

D. All of the time limits contained in this Article of the Agreement may be extended by mutual written agreement. Unless such time is extended by mutual written agreement, the failure to observe the time limits herein for the presentation of a grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance or right to arbitration and settlement thereof. In the event the Township fails to respond to the Union within the time limits set forth in the grievance procedure, the Union shall have the right to

automatically process the grievance to the next step.

ARTICLE XX

SAFETY

A. The Township shall not require, direct, or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell their Department Head. The Department Head will be responsible for determining whether or not the work can be performed safely. If, in the judgment of the Department Head, the working conditions are unsafe, the Department Head shall advise how the work can be performed safely or will stop the work. Normally, if the Department Head takes the responsibility and directs the work to continue, the employees shall perform the work subject to the rights under the grievance and arbitration procedure set forth in this Agreement.

B. The Township agrees to abide by all OSHA and POSHA rules and regulations and shall, to the extent possible, provide a safe working environment while at the same time the parties recognize that there is an inherent element of danger in the work to be performed. The Union may

designate a Safety Liaison to report quarterly to the
Administrator regarding safety matters.

ARTICLE XI

JOB SHEETS

A. The Township will prepare and make available to the Union Job sheets defining the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement.

B. With respect to any new classification which the parties mutually agree is covered by this Agreement, the Township shall furnish the Union with a statement of the job requirements on work to be performed for purposes of negotiating a rate of pay at least thirty (30) days before putting same into effect. The Union may recommend changes in the statement of job specifications. The Township agrees that in establishing new classifications, the existing classifications at that time will not in any way be eroded unless mutually agreed to by the parties.

C. If at the end of thirty (30) days the parties have not reached agreement on the rate of pay, the Township may establish the new rate of pay which shall be reasonably related to the job requirements and/or the rate schedules established under this Agreement.

D. The Union may grieve the rate of pay established by

the Township solely on the basis of whether or not the newly established rate of pay is reasonably related to the job requirements and/or rate schedules established under this Agreement and the arbitrator's authority shall be limited accordingly.

ARTICLE XXII

MILITARY LEAVE

A. The Township agrees to abide by all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE XXIII

COMPENSATION CLAIMS

A. 1. In the event an employee becomes disabled by reason of verified service-connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided for herein, they may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between their regular pay and any compensation, disability, or other payments received from other sources provided by the Township. At the Township's option, the employee shall either surrender and deliver their entire salary payments, or the Township shall pay the difference.

2. If an employee returns to work from injury leave for less than one (1) year, they may return to injury leave for the same injury for a period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns from injury leave, they shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

C. Any employee who is injured, whether slight or severe,

while working, must make an immediate report within forty-eight (48) hours thereof to their immediate supervisor, who will then forward the report to the Township Administrator.

D. It is understood that the employee must file an injury report with their immediate Supervisor so that the Township may file the appropriate Worker's Compensation Claim. Failure of the employee to report said injury may result in not receiving compensation under this Article.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that they are unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

F. If the Township can prove that an employee has abused their privileges under this Article, the employee will be subject to disciplinary action by the Township, up to and including termination.

ARTICLE XXIV

LAYOFFS AND RECALL

A. Whenever the Township reduces the work force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, regardless of classification, provided the remaining employees are then qualified or can qualify within the sixty (60) day notice period to perform the work to be done.

2. Notice of such layoffs will be given at least sixty (60) days before the scheduled layoff.

3. A laid off employee shall have preference for re-employment for a period of two years.

4. The Township shall re-hire laid off employees in the order of greatest employment seniority, provided the employees are then qualified or can qualify to perform the work available within a three month period. Under no circumstances whatsoever shall The Township hire from the open labor market while an employee has an un-expired term of preference for re-employment who is ready, willing and able to be re-employed as provided under the provisions of this Article of the Agreement. For purposes of this section, "open labor market" shall not include the hiring of contractors or subcontractors or the use

of shared services.

5. 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 XXV
Intentionally deleted

ARTICLE XXVI

PERSONAL DAYS

1. Each employee covered by this Agreement may receive four days leave with pay for personal business during each calendar year of this Agreement, which leave shall not be cumulative from year to year. Employees are only required to notify the Township by phone when utilizing personal days.

2. Employees shall be entitled to take personal days during their probationary period.

3. A permanent employee who has resigned or who has otherwise separated from employment for reasons other than associated with termination for just cause (or voluntary separation in lieu of discipline) shall be entitled to the personal time allowance for the current year prorated on the basis of one twelfth (1/12) of their personal time entitlement or each month worked from last anniversary date to the date their separation becomes effective, which shall be payable not later than forty-five (45) days from the date of separation. Said employee shall use all prorated personal time before date of separation. Any personal time taken in excess of personal time earned shall be deducted from the employee's final pay check.

ARTICLE XXVII

SICK LEAVE

A. Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family who is ill requiring care or attendance of such employee.

B. Intentionally deleted.

C. Sick leave shall be earned in the following manner:

1. One (1) day for each full month of service with the Township during the first year of employment, however, it is agreed that no sick time may be taken during the probationary period.

2. Twelve days per year for each year of service with the Township thereafter, beginning with the second year of employment which may be used in quarter day increments. Accumulation of sick leave shall be capped at ninety (90) days and no members of the Union, other than those members of the Union identified in Section E below, shall be entitled to buy back any unused sick leave.

3. Upon separation from the employ of the Township, except in instances of death, layoff, termination or separation in lieu of discipline only those members of the Union identified in Section E below are entitled to any "buy back" of

accumulated sick leave.

D. Any employee who is absent on sick leave for four or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The Township may require any employee who has been absent because of personal illness for any period of time, as a condition of their return to work, to be examined by a physician at the expense of the Township.

E. Upon separation from the employ of the Township, except in instances of death, layoff, termination or separation in lieu of discipline, the Personnel Policy shall control whether members of the Union are entitled to any "buy back" of accumulated sick leave. The only members of the Union entitled to a buy-back of accumulated sick leave are: Brian Conner, William Fechtman and Mark Van Doren, who are entitled to a maximum buy back of unused sick leave of sixty (60) days.

F. The Township will comply with the requirements of the Family Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA)

ARTICLE XXVIII

PENSIONS

A. The Township shall enroll all permanent full time employees covered by this Agreement under the Public Employment Retirement System upon satisfactory completion of the probationary period. Pension contributions shall be made in accordance with statutory requirements set forth in the public laws of the State of New Jersey Chapter 78.

B. Employees shall provide the Township with a six (6) month notice of their intent to retire.

ARTICLE XXIX

Intentionally deleted

ARTICLE XXX

PAY DAY

A. Employees will be paid by check or electronic deposit twice a month the 15th and the last day of the month. Employees will be paid during working hours. When payday falls on a holiday, the preceding day will be the scheduled payday.

ARTICLE XXXI

SANITARY CONDITIONS

A. The Township agrees to maintain the facilities in accordance with regulations of OSHA and PEOSHA.

ARTICLE XXXII

MAINTENANCE OF STANDARDS

A. The Township agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions provided in this Agreement shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement unless otherwise mutually agreed to by the parties.

ARTICLE XXXIII

CLOTHING

A. 1. Employees shall be entitled to reimbursement for clothing associated with an annual clothing allowance of six hundred (\$600.00) dollars, to be authorized the 1st of January each year and be used in accordance with the procurement procedures that are currently in place. Part time employees shall be provided with a \$200.00 clothing allowance to be issued also on January 1st of each year. The allowance shall cover the purchase of Boots, Socks, Shirts, Pants, Shorts, Gloves, etc. ("Equipment"). Part-time employees will be provided with sufficient Equipment.

2. For any employee hired after the signing of this Agreement, the clothing allowance shall be prorated based upon the number of months worked during the first calendar year of employment thereafter it shall revert to the above indicated amounts.

ARTICLE XXXIV

AGENCY SHOP

A. The Township will respect the Union's rights under the provision of N.J.S.A. 34:13A-1 to receive payment of 85 fees from non-union employees who are covered under this Collective Bargaining Agreement.

ARTICLE XXXV

UNPAID LEAVE

A. Unpaid leave shall be administered in accordance with the Township's Personnel Policy.

ARTICLE XXXVI

SALARY

A. The annual base rates for employees covered by this Agreement are more specifically set forth in Article XXXVII. Employees shall be paid on an hourly basis.

ARTICLE XXXVII

HOURLY RATES OF PAY

Hourly Schedule

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
	<u>Base Rate</u>	<u>Base Rate</u>	<u>Base Rate</u>	<u>Base Rate</u>
Brian Conner	35.60	36.31	37.04	37.78
Kevin Pyatt	34.41	35.10	35.81	36.52
Dan Fechtman	30.84	31.46	32.09	32.73
Mark Van Doren	30.66	31.27	31.90	32.54
Gary Conner	26.52	27.05	27.59	28.14
Floyd Dipple	26.01	26.53	27.06	27.60
Roland Tiger	26.00	26.52	27.05	27.59
Dale Svenningsen	30.76	31.38	32.00	32.64
Ben Quarne	20.00	20.40	20.81	21.22

New hires shall be paid at an hourly rate between \$14.00 and \$18.00 an hour depending on qualifications.

Merit Bonuses: Each member of the Union shall be entitled to receive an annual cash payment of up to 2% of their annual salary based upon performance evaluations to be conducted and turned over to the Administrator by February 1 of each year. Evaluations shall be conducted by the Department Head, Foreman and Assistant Foreman with recommendations for bonuses to be made by the Department Head but with the Administrator having the ultimate discretion as to what percentage, if any, to recommend to the Committee.

For 2014, Messrs. Dipple, Tiger Svenningsen and Quarne shall not be eligible for, and shall not receive, any merit bonus.

ARTICLE XXXVIII SAVINGS CLAUSE

A. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

B. If any such provisions are invalid, the Township and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXXIX

LICENSING & EDUCATIONAL COMPENSATION

A. The Township agrees to reimburse all of its future employees who have achieved the commercial Class B Driver's License, the cost of obtaining the initial fee..

B. The Township further agrees to pay for all future courses/licenses and re-certifications of all licenses as it relates to the employees providing they achieve a passing grade and have obtained Township approval in advance. It further agrees to pay time and one half (1 1/2) for courses attended after the scheduled work day.

ARTICLE XL

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.

E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Union and the Township, for the life of this Agreement, hereby waive any rights to request or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

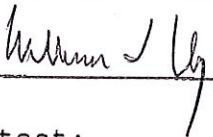
ARTICLE XLI
DURATION OF AGREEMENT

A. The provisions of this Agreement shall become effective on January 1, 2014 and shall continue in full force and effect until December 31, 2017, both dates inclusive. The provisions of this Agreement shall be applicable only to those employees in the employ of the Township on the date this Agreement is executed.

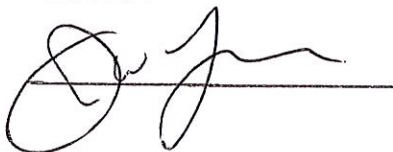
B. Unless one party hereto gives notice to the other party in writing at least sixty (60) days prior to December 31, 2017, this Agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives the other party a written notice of its intent to terminate, modify or amend said Agreement at least sixty (60) days prior to any anniversary of the original expiration date.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative this 10 day of November, 2015.

TOWNSHIP OF TEWKSBURY



Attest:



TEAMSTERS UNION LOCAL #469

