

# AGREEMENT

between

Township of Maple Shade

Burlington County, New Jersey

and

Teamsters Local Union No. 676

Affiliated with the  
International Brotherhood of Teamster, AFL / CIO

January 1st, 2024 to December 31<sup>st</sup>, 2026

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## **PREAMBLE**

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

## **RECOGNITION**

### **Article I**

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

The title "employee" shall refer to all bargaining unit members, the plural as the singular, and all males and females.

## **MANAGEMENT RIGHTS**

### **Article II**

The Township of Maple Shade hereby retains and reserves unto itself, without limitation, all powers, authority, duties and responsibilities conferred upon and vested in it by the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The Executive Management and legislative and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as made from time to time, to be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized
4. To hire all employees, and subject to the provision of law, to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to the law.
6. To layoff employees in the event of lack of work or budgetary reasons, under conditions where continuation of such work would be inefficient and non-productive.

7. The Township reserves the right, with regard to all other conditions of employment not reserved, to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws and administrative codes of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under Title 40A, or any other national, state, county or local laws or regulations.

1. The Township reserves the right in accord with past practice, to contract with outside persons or firms to do work which might otherwise be performed by Township employees.

# GRIEVANCE PROCEDURE

## Article III

### **Section 1**

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

The term “grievance” as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual unit employee, a group or unit of employees, or the Union, at the request of any such individual or group. Disputes concerning terms and conditions of employment set by statute or administrative decisions beyond the scope of this Agreement or regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein.

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

### **Step 1**

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

### **Step 2**

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

### **Step 3**

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

### **Step 4**

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

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

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

### **Section 2 – Arbitration**

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

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

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

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

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

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

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



## **DUES DEDUCTION AND AGENCY SHOP**

### **Article IV**

The Township agrees to deduct from the salaries of its employees, subject to this Agreement, uniform dues and initiation fees for the Union. Such deductions shall be made in compliance with N.J.S.A. 52:15-15.9e, as amended.

A check-off shall commence for each employee who signs an individual authorization card, supplied by the Union and approved by the Township Manager during the month following the filing of such card with the Township.

If during the life of this Agreement there shall be any change in the rate of membership dues, or fees, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change, and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on letterhead of the Union by the President or Secretary-Treasurer of the Union advising of such changed deduction. No dues deductions shall be in percentage amount.

The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Manager.

Note: A specimen form of the "check-off authorization" form is attached hereto as Appendix A. It is the Township's understanding that this "check-off authorization" does not conform to the State law in that it provides that it is irrevocable for a period of one (1) year whereas the law permits a Notice of Withdrawal to halt deductions as of January 1, or July 1, next succeeding the date on which notice of withdrawal is filed.

Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Manager. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.93 as amended.

The Township agrees to deduct the fair share fee from the earnings of those employees who are part of the bargaining unit and who elect not to become members of the Union.

The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union to the Township Manager and the affected employee of the amount of the fair share assessment.

The above fair share fee, which shall be paid by payroll deduction as previously set forth, shall be in an amount equivalent to that part of the Union's regular dues which does not represent expenses for benefits inuring only to its members, or for political and ideological activities, but in no event shall such fair share fee exceed eighty-five percent (85%) of Union's regular membership dues.

Prior to signing of this Agreement, and within ten (10) days thereafter of any change that shall be made, the Union shall provide in writing to the Township, the information necessary to compute the fair share fee for services enumerated above.

The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take action other than to hold the fee in escrow pending resolution of the appeal.

The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

Any dues deduction provisions herein contained, will become effective with the execution of the Agreement, and will terminate with the termination date of this Agreement. Any employee who is transferred to a job classification which is not within the bargaining unit, as herein defined, or

any employee whose employment is terminated by death, resignation, discharge, lay-off, retirement, or leave of absence shall cease to be subject to dues deduction beginning with the month in which the termination or transfer occurs.

## **BULLETIN BOARD**

### **Article V**

The Union shall have the use only of the bulletin board located at: The Highway Department's Headquarters.

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

## **SHOP STEWARDS**

### **Article VI**

The Union must notify in writing the Township Manager, the names of Stewards and accredited representatives. No more than two (2) Stewards and two (2) alternates in total of which one (1) Steward shall be from among the Highway employees of the Public Works Department, who may be designated by the Union.

Representatives of the Union who are not employees of the Township will be permitted to visit with employees during working hours for the purpose of discussing Union representation matters so long as they give prior notification to, and obtain the approval of, the appropriate department head. Such approval shall not be unreasonably withheld.

The Steward or alternate shall not give orders to employees nor countermand orders of supervisory personnel. Further, he shall not be the judge in determining whether a piece of equipment is unsafe.

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

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

## **NON-DISCRIMINATION**

### **Article VII**

The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin, political affiliation, or disability.

The Township and the Union agree that all persons covered under this Agreement have the right without fear or penalty or reprisal to form, join, and assist any employee organization to refrain from any such activity. There shall be no discrimination by the Township or the Union against any person because of that person's membership or non-membership or activity or non-activity in the Union.

## **PROMOTIONS, TRANSFERS AND TEMPORARY TRANSFERS**

### **Article VIII**

If promotions to a higher labor grade or transfers to another grade are in order, consideration for such promotions or transfers shall be based on ability to perform the work.

When, more than one (1) applicant for the promotion or transfer is qualified to perform the work as specified above, then seniority shall be considered as one factor in determining which applicant shall be granted the promotion or transfer.

Except in emergency situations, if a vacancy may be filled through promotion or transfer, notice of the vacancy shall be posted by the Township on the employee's bulletin board at least three (3) weeks prior to the filling of the vacancy. Any employee wishing to bid for the vacant position shall do so in writing at least one (1) week prior to the filling of the vacancy.

## **MAINTENANCE OF WORK OPERATIONS**

### **Article IX**

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

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

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

The Township agrees that it will not engage in the lockout of any of its employees.



## HOURS OF WORK AND OVERTIME

### Article X

The regular work week for employees of the Road Department shall consist of five (5) days; Monday through Friday, 7:00 AM to 3:00 PM eight (8) hours per day, with a half (1/2) hour paid lunch and two (2) fifteen-minute breaks. Said breaks will typically be scheduled as one (1) in the morning and one (1) in the afternoon. It is understood and agreed by both parties, that on occasion the times indicated for the morning and afternoon breaks may not be possible based on workload, at which time the Director of Public Works may change the actual break time for affected employees.

In determining overtime, only the hours which are paid at the straight time daily rate, and the hours which constitute a holiday, are to be counted. Overtime will be calculated by the single week. If an employee does not work a full week following one in which he has earned overtime, he shall not lose that overtime. After eight (8) hour per day, or after forty (40) hours per week, the employee shall earn overtime at time and a half. If an employee should work fifty-two (52) hours in a week, he will receive double time for all hours in excess of 52 hours. All work on Sundays shall be paid at 2x's the employee's hourly rate.

Work on a holiday shall be paid at one-and one-half times the hourly rate, plus the regular holiday pay. The following holidays shall be compensated at 2x's employee's regular hourly rate, plus regular Holiday Pay:

New Year's Day

Thanksgiving Day

Christmas Day

In the event an employee is called in, or called back, he shall be guaranteed three (3) hours at time and one half with no reduction of work hours. The Township shall have the right to retain the employee on duty for the minimum time period.

Employees shall have fifteen (15) calendar days' notice of a shift change, except where an emergency necessitates a shift change within a shorter period of time.

All Township employees who work four (4) hours beyond their regular scheduled eight (8) hour shift shall be provided with a meal at the expense of the Township for each four (4) hour period - \$15.00 per employee per meal.

Employees who serve out of their classification for a total of fifty (50) calendar days during any calendar year will receive pay for the time served at an hourly rate based on the classification in which the service was performed.

## **PAY PERIODS**

### **Article XI**

All wages shall be due and payable in full every second week, at the end of the shift on Thursday, but not earlier than 3:00 PM nor later than 9:00 AM on Friday.

Bi-weekly pay will be made via Direct Deposit. The Township is not responsible for delay in processing caused by the employee's individual banking institution regulations.

One (1) week's pay may be held by the Township.

When regular payday occurs on a holiday, the Township shall pay the employees at the end of the shift but no later than 9:00 AM on the regular workday immediately preceding the holiday. In such instances, the paycheck shall be the date the payment is made and not the holiday date.

With each paycheck, employees shall be provided with a statement of gross earnings, hours worked, hourly rate, and an itemized statement of all deductions and credits made for any purpose.

## **SALARIES**

### **Article XII**

All employees covered by this Agreement shall be paid in accordance with the pay scale reflected within the Wage Schedule attached as Appendix A:

## **LONGEVITY**

### **Article XIII**

Effective January 1, 2013, longevity is to be rolled into the base salaries of each employee the same as Administrative Personnel. The members who do not receive longevity will get a one-time pro-rated amount added to their salary.

For clarification of this Agreement, no employee hired after January 1, 2019 will be entitled to longevity pay.

**LEAVE**  
**Article XIV**

**SICK LEAVE**

Each eligible employee as herein below defined shall be entitled to fifteen (15) days of sick leave without loss of pay.

Sick leave pay shall be based upon the individual employee's regular straight time daily rate of pay exclusive of shift premiums, for the day or any part of which he is absent from work because of illness.

In the event of accident or illness requiring absence from work, such sick leave benefits shall commence on the first (1<sup>st</sup>) workday absent.

Sick leave may not be granted to an employee until completion of the probationary period.

A doctors certificate may be required at the Township's option as a condition for payment of sick leave, only (1): where an employee is absent in excess of ten (10) days in eight (8) consecutive months, except with respect to a period of time during which an employee is hospitalized, and (2), when an employee is absent for three (3) consecutive days, the expense of the doctors' certificate will be his and not the Township's. Abuse of sick leave shall be cause for disciplinary action.

Sick leave benefits shall be integrated with welfare payments, worker's compensation or disability income.

Under no circumstances will any combination of sick leave benefits with welfare, workers compensation or disability income benefits exceed an employee's regular straight time base rate of pay or weekly rate of pay. The Township may also require a medical certification.

Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday,

vacation, leave of absence, or to any day for which an employee has received full pay from the Township.

In case of leave of absence due to exposure to a contagious disease, a certificate from the Department of Health shall be required, but not at the Township's expense.

The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize his health or safety, the health or safety of other employees or the public.

An employee shall be entitled to sell back to the Township all accrued sick leave not used at the time of the employee's retirement upon 25 years or more of service. The amount of compensation shall be fifty percent (50%) of the accumulated sick leave at the employee's then current rate of pay. The maximum amount of compensation shall be \$3,500.00.

### **MILITARY LEAVE**

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

### **JURY DUTY LEAVE**

A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his daily base rate of pay, up to a maximum of eight (8) hours, and the daily jury fee, subject to the following conditions:

1. The employee must notify his supervisor immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;

3. No employee is attending jury duty during vacation and/or other time off from the Township employment, and;
4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

If, on a given day an employee is attending jury duty, he or she is released by the Court prior to eleven o'clock a.m., that employee shall be required to return to work by twelve o'clock noon that day in order to receive pay for that day.

### **FUNERAL LEAVE**

In the event of a death in the employee's immediate family, the employee shall be granted time off without loss of pay at straight time daily rate from the day of death up to and including the day of the funeral, but in no event to exceed five (5) scheduled working days. Spouse and children would receive seven (7) days off with pay.

The term "immediate family" shall include grandparents, parents, children, grandchildren, nieces, nephews, spouse, brother, sister, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, legally adopted children, and half-relative(s) and step-relative(s).

In the event of death of the employee's aunt, uncle or cousin, the employee shall be granted time off without loss of pay at straight time daily rate for the day of the funeral, in no event to exceed two (2) scheduled working days.

Time off with pay, as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance of the funeral of the deceased member of the immediate family.

### **LEAVE OF ABSENCE**

#### **Article XV**

Any permanent employee desiring a leave of absence without pay from the Township shall secure written permission from the Township with notice to the Union.



Approval of such a leave of absence shall be at the sole discretion of the Township. Approval shall not be unreasonably withheld.

The maximum leave of absence shall be for thirty (30) days and may be extended for like periods at the sole discretion of the Township up to a maximum of ninety (90) days.

Permission for extension must be secured from the Township with notice to the Union.

During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved and may result in the employee's loss of employment with the Township, at the Township's sole discretion.

The employee shall be responsible for the continued payments for and may make suitable arrangement with the Township for the continuation of benefits.

## UNION LEAVE

### Article XVI

Wherever practicable, meetings between representatives of the Township and the Union for the negotiation of terms of the Agreement shall be scheduled during non-working time of affected employees. *Any employee scheduled for a meeting with Union Representatives and/or between the Union and the Township, shall notify the Director of Public Works no later than 2pm the day before the meeting.*

## **HOLIDAYS**

### **Article XVII**

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

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving
Easter Monday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	

When a holiday falls on a Saturday, it shall be observed by the Township on Friday and when a holiday falls on a Sunday, it shall be observed by the Township on Monday.

An employee, who calls out sick the day before or the day after the holiday will not be paid for the holiday, unless the employee provides a note, upon returning to work, from a doctor indicating he/she was sick. ~~if he does not work a normally scheduled day before and after the holiday, unless the employee works on the holiday.~~

## VACATIONS

### Article XVIII

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

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

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

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

By March 31<sup>st</sup> of every year vacations shall be scheduled by the respective Department Heads placing on the appropriate bulletin board a list of employees according to seniority, and a list of the vacation periods which are open. Employees shall be given preference according to departmental seniority, wherever practicable, and consistent with continued efficient operation. This choice will remain available until March 31<sup>st</sup> of each year. When selected, no vacation can be changed without the Department Head's permission and only open week. After April 1<sup>st</sup> of each year, seniority shall not be a consideration in the selection of a vacation.

For purposes of this paragraph the appropriate bulletin board shall be for the ~~Highway~~  
~~Employees~~, Department of Public Works Employees;

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

In the event that an employee is entitled to vacation leave at the time of his (or her) death, his (or her) widow or his (or her) estate shall receive the pro-rated earned vacation pay.

In the event that an employee is entitled to vacation leave at the time of his (or her) termination for any other reason (resignation, termination or retirement), he/she shall receive payment for any pro-rated earned vacation as part of his final pay.

Vacation time may be carried over only from one year to the next, but not beyond that one succeeding year, unless upon the written request of the employee the Township Manager extends the period for which vacation may be carried forward.

Beginning January 1<sup>st</sup>, 2025, a Department of Public Works Employee, may choose to sell back a maximum of 20 hours unused earned vacation time from the previous year. Notice of desire to sell back a maximum of 20 hours of unused earned vacation time shall be made to the Township Manager's office no later than January 31st of each year. The Vacation Time Sellback will be paid to the employee in the 2<sup>nd</sup> pay period of February at an hourly rate equal to that of the employee's previous year rate.

## **PERSONAL DAYS**

### **Article XIX**

Each employee in the bargaining unit shall receive three (3) paid days off which he may use for his personal business.

Two working days notice shall be given by the employee to his department head of his intention to use a personal day.

## **HEALTH BENEFITS**

### **Article XX**

As of January 1st, 2023 Medical benefits provided are based on the State Health Benefits Plan for New Jersey pursuant to N.J.S.A. 52:14-17.25 et seq. with Major Medical. All employees are required to pay a part of their insurance premium. Premium sharing shall be determined in accordance with the Rules and Regulations of P.L. Chapter 78 so long as it remains applicable. Subject to premium sharing, the Township of Maple Shade will continue to provide the following coverage.

#### **A. Dependent Coverage**

The township shall make dependent coverage in the Medical, Prescription Drug and Dental Plans available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the calendar year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.

Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any Township Medical, Prescription Drug Plan or Dental Plan may elect to enroll their dependent in "Dependent to Age 31 Coverage" for an additional premium which shall be billed directly to the employee by the insurance carrier. These provisions shall be subject to any requirements mandated by federal law and conform to the Patient Protection and Affordable Care Act and regulations promulgated thereunder.

Dependents that are permanently disabled will remain covered during the life of the employee.

“Civil union partners” and “domestic partners” under New Jersey law shall be considered as dependents eligible for insurance benefits.

#### **B. Prescription Plan**

The Township of Maple Shade agrees to provide full-time Township of Maple Shade employees and his/her immediate family with a prescription plan. Prescription coverage will be provided by the Department of Treasury, Division of Pensions and Benefits under State Health Plan Benefits Program (SHBP), “Employee Prescription Drug Plan”.

#### **C. Dental Plan**

Beginning January 1st, 2023 The Township of Maple Shade agrees for the duration of this Agreement to provide all Department of Public Works Employees and his/her immediate family a Dental Plan through Delta Dental with a \$1,500.00 annual deductible. This will also include Orthodontics coverage with a maximum of \$1,000.00 per year per family member. The Dental Plan will be provided at no cost to the employee.

#### **D. Group Term Life Insurance**

The Township will provide for each full-time employee a \$60,000.00 group term life insurance policy with accidental death and dismemberment with double indemnity clause.

E. Sections A through E will be in effect through the duration of this Agreement. All benefit levels will remain equal to their existing level as of the signing of this Agreement. The Township may change insurance carrier or plans for economic reasons so long as the benefit level provided to the employee remains at their existing levels or comparable as of the signing of this Agreement. Any discrepancies as to the benefit level will be settled by an outside consultant to be agreed upon by the Bargaining Unit and the Township. The local unit members of Teamsters 676 are in agreement with the Township that only this Article will be opened while negotiating a change of insurance carriers. A copy of the current Health Benefit Plan will be kept on file in the Township Managers office.

J. Employees that have additional medical coverage may elect to opt-out of the medical plan after providing proof of additional insurance and may receive 25% of the yearly premium cost or a maximum of \$5,000.00 whichever is less, of the highest priced policy with same coverage type (i.e. single/family/married) to be paid to the employee at the end of each quarter. If an employee needs to be reinstated into the health care plan, they will submit a written request and may have to wait until the next open enrollment period to be re-instated depending on the applicable rules and regulations of the State Health Benefit Plan.

#### **E. Retirement**

Employees with pension allowance granted and paid under the provisions of the Public Employees Retirement System (PERS) shall receive a cash payment reimbursement not to exceed \$9,000.00 annually to help defray the cost of obtaining health insurance with the following conditions:

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

Payment for Township Insurance coverage by the retired employee will be by check (no cash) and made payable to "Township of Maple Shade". All payments are to be received in the Office of the Township Treasurer by the 1<sup>st</sup> of each month.



## **UNIFORM / CLOTHING ALLOWANCES**

### **Article XXI**

The Union acknowledges that Department of Public Works employees must wear work appropriate clothing. Department of Public Works employees are responsible for supplying their own proper footwear and pant-wear to effectively perform the work of the Department. The Township will provide to all Township Department of Public Works Employee's on a yearly basis the following:

Twelve (12) - Short Sleeve T-Shirts

Five (5) – Crew Neck or Hooded Style Sweatshirts

The Township will also make available to each employee all Safety Equipment (PPE) necessary to effectively perform the work of the Department. Each employee shall be provided a safety bag that includes the following: Goggles (1), Hard Hat (1), Work Gloves, Safety Vest (1), /Ear Protection (1), Jacket - only as deemed necessary (1), other items as deemed necessary by the Director of Public Works.

The Township of Maple Shade will provide for \$400.00 for each employee covered in this Agreement as a clothing allowance for work clothes; (i.e. jeans, work pants, thermal garments, work boots, rain gear, etc.) Effective 2024 the Clothing Allowance will be rolled into the employee's base salary each year after the percentage increase has been calculated.

## **EDUCATION**

### **Article XXII**

Where an employee is required to go to school or desires to go to school for a course approved by the Township Manager as reasonably related to his job classification, the employee shall be paid the federal rate per mile, tuition, and the cost of required materials, provided that the employee passes the course and submits proof to the employee's Department Head.

If an employee is required to go to school, in addition, he shall be paid for his time in attendance at his straight daily rate.

## **INJURY PAY**

### **Article XXIII**

In the event an employee is injured on the job, he shall sustain no loss of pay for the balance of the day and he shall go forth with medical attention.

The injury shall be substantiated by a doctor or hospital report.

The employee shall also be paid in the event it is impossible for follow-up treatment other than during working hours.

#### Sick Leave Injury

1. An examination shall establish whether the employee is capable of performing his or her work duties and that the return to employment will not jeopardize the health of the employee or that of other employees.
2. The appointing authority shall set the date of examination to assure that it does not cause undue delay in the employee's return to work.
  - a. An employee who is disabled from a work-related injury or illness shall be granted a leave of absence with pay.
  - b. An employee who can return to work on a part-time basis and if part-time work is available, shall be compensated for the hours actually worked and receive sick leave injury benefits for the hours missed due to the disability.
  - c. Sick Leave Benefits shall be reduced by the amount of workers compensation awards.
  - d. Benefits are limited to:
    - i. One (1) week's full pay plus an additional one (1) week's full pay for each year of service of the employee with the Township.
  - e. Sick Leave Injury shall not affect the employee's vacation, personal days or sick leave benefits as provided in this Agreement.

**SAFETY**  
**Article XXIV**

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property, other than is inherent in the job.

Employees shall immediately report all defects of equipment or dangerous conditions of work in writing to the employee's Department head.

The Township shall not ask or require an employee to take out equipment that been previously reported in an unsafe operating condition until same has been approved as being safe by a proper Township Official.

No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused entirely by the employee's gross negligence or improper act.

Any employee involved in an accident shall immediately report said accident and any physical injury or property damage sustained by himself or anyone else.

When required by the Township, the employee, before going off duty and before starting his next shift, shall make out an accident report in writing, on Township time, on forms furnished by the Township, and shall turn in all available names and addresses of witnesses to the accident.

The Township shall maintain, in good repair, sanitary conditions for its employees, such as toilets and hot and cold running water.

The Township reserves the right to discipline, up to and including termination. Any employee whom it is proven deliberately destroyed or rendered useless any Township or other person's property.

## **SENIORITY**

### **Article XXV**

Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire.

An employee's seniority shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury.

Seniority shall be lost, and employment terminated if any of the following occur:

1. Discharge with cause;
2. Resignation;
3. Failure to return promptly upon expiration of authorized leave;
4. Absence for five (5) consecutive working days without leave or notice, and;
5. Engaging in any other employment during a period of leave.
6. Failure to return after recall, or within two (2) years of lay-off;
7. If any employee leaves the bargaining unit for any reason, even though he maintains employment with the Township; also, if the employee returns to the bargaining unit, his seniority begins from the date of his most recent entry into the bargaining unit.

If the Township establishes different starting times for employees in the same job classification, the senior man shall have the choice.

Once each year, during the month of January, the Township shall compile and submit to the Union in writing, and then shall post on each bulletin board listed in Article V, a list or lists of seniority as to the Township, the department, and the job classification from the Township records. Any employee hired after said posting shall have their names added to this list in order of date of hire, and the Union shall be notified of such additions.

After an employee has completed his probationary period, the employee shall gain seniority status and his seniority on the list shall revert to the first day of his probationary period.

## **NEW HIRES & PROBATIONARY PERIOD**

### **Article XXVI**

All employees, prior to becoming a permanent employee with the Township, shall serve a probationary period of ninety (90) days.

During the probationary period, the employee may be discharged without recourse, provided that the Township may not discharge or discipline for the purposes of evading this Agreement or discriminating against Union members.

In case of discharge within the probationary period, the Township shall notify the Union in writing.

## **LAY-OFF AND RECALL**

### **Article XXVII**

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

When the Township recalls the employee, it shall be done in the reverse order in the manner they were laid off, which means that the last employee laid off shall be the first employee to be recalled, so long as the employee to be recalled is qualified to do the work necessitating the recall.

The Township agrees to give 45 calendars days' notice whenever making temporary or permanent lay-offs or regular full-time members of the bargaining unit, to the Union, the shop Steward and the affected employees.

Notices must be given in writing.

The Township, when recalling laid-off employees, shall notify the Union, the Shop Steward and the employee in writing. Notice to the employees shall be personally delivered or mailed to the employee's last known address, and the employee shall have seven (7) days to respond to such recall notice.

## **HIRING ADDITIONAL EMPLOYEES**

### **Article XXVIII**

The Township shall notify the Union when any new employees are to be hired to fill positions within the terms of this Agreement.

The Union shall have the right to send applicants for the job or jobs, the Township agrees to consider such applicants and give the same consideration to Union sent applicants as is given to applicants from other sources.

This provision shall not be deemed to require the Township to hire Union applicants or to preclude the Township from hiring employees from other sources.



## **FULLY-BARGAINED AGREEMENT**

### **Article XXIX**

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 the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, nor whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

## **SEPARABILITY AND SAVINGS**

### **Article XXX**

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

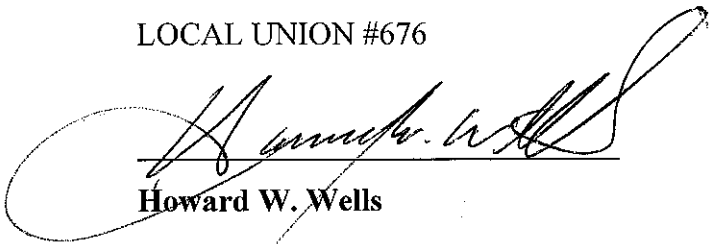
**DURATION OF AGREEMENT**

**Article XXXI**

The Agreement shall be in full force and effect as of January 1, 2024 and shall remain in effect up to and including December 31, 2026 and shall continue in full force and effect thereafter unless or until one party or the other gives notice, in writing. Negotiations for renewal of this contract or to the execution of a new contract shall begin no later than August 1st, 2026. All terms of this agreement shall remain in full force and effect until mutual acceptance of a superseding agreement or until such time as all legal processes have been adjudicated.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals at the Township of Maple Shade, New Jersey on this 25th day of March 2024.


TEAMSTERS  
LOCAL UNION #676



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**Howard W. Wells**  
**President / Executive Officer**

TOWNSHIP OF MAPLE SHADE  
BURLINGTON COUNTY, NJ



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**Susan E. Danson**  
**Township Manager**

## APPENDIX "A"

### JOB CLASSIFICATIONS & WAGE RATE SCHEDULE

**Laborer** – Under supervision, performs varied types of manual and unskilled laboring work and may drive a truck in connection with work on occasion. Job duties performed but not limited to: Lifts, moves supplies, furniture and/or equipment. Loads and unloads, drives (minimum of a CDL B required or able to obtain within 6 months of hire date), digs trenches, manual grading, collects refuse, cuts grass, shovels snow, trims hedges, mixes cement and mortar, performs cold and hot patching, cuts down trees, cleans up foliage and brush, digs out stumps of trees destroys poisonous vines, weeds and undergrowth. May operate construction equipment and/or maintenance equipment. Asphalt work as required, painting, building maintenance, may be required to complete paperwork related to jobs performed. Does other work as assigned.

**Driver** – Must have a minimum of a CDL B. Under direction, drives a truck with a single axle to transport nonhazardous material, equipment or people. Does other work as assigned. May assist with the repair and installation of snowplows and spreaders. Picks up, loads truck, delivers material, can perform minor repairs and adjustments on truck. Checks, cleans greases, washes and performs the required adjustments to auxiliary equipment. Collects, loads and unloads with and without assistance various types of equipment, furniture, garbage, etc. Operates snow removal equipment to keep roads clear. Maintains records of receipts, deliveries, fuel consumption and mileage travelled as necessary. Drives truck equipped with dump body to transport and dump loose materials such as sand, gravel, paving material. When not engaged in driving a truck or other equipment, may perform other work such as road and landscape construction, building maintenance and repair work, groundskeeping, laboring or other unskilled work.

**Maintenance and Equipment Operator** - Under direction, operates one or more types of gasoline or diesel-powered equipment to perform assignments to push, pull, pile, lift, and load materials; clears brush and debris; levels earth to rough specification on simple, rolling terrain and/or level surfaces; inspects equipment daily and reports unsafe conditions; services and makes minor emergency repairs in garage or field; lubricates/oils

equipment; does other related duties. Operates equipment such as front-end loaders and bulldozers. Operates equipment towed by a tractor such as a gang mower, and mows grass, and/or hauls or digs dirt with scrapers or pans. Clears brush, stumps, and rocks on flat and rolling terrain or levels earth to rough specification at construction sites with simple terrain problems. Excavates trenches and drainage ditches for culverts or streams and utilizes manipulative control equipment to adjust attachments. Smooths surfaces, repairs small bumps, and fills holes. Operates truck-mounted hydraulic crane to lift/dump container into truck body. Ensures that equipment is ready for operation at all times by inspecting/lubricating moving parts, inspecting tires for proper inflation, checking brake hydraulic reservoir level and oil level, and conducting a general inspection of equipment for obvious deficiencies. Performs a variety of manual unskilled laboring tasks and work assignments when not engaged in operation of equipment. May occasionally drive a truck.

## WAGE RATE SCHEDULE

Hourly Rate before Longevity (if applicable)

LABORER LEVEL				
			2.00%	2.25%
	2024	2025	2026	
Level 8 (M)	\$ 29.65	\$ 30.43	\$ 31.30	
Level 7 (M)	\$ 29.40	\$ 30.18	\$ 31.05	
Level 6 (M)	\$ 24.66	\$ 25.34	\$ 26.10	
Level 5 (M)	\$ 24.24	\$ 24.91	\$ 25.66	
Level 4 (M)	\$ 23.82	\$ 24.49	\$ 25.23	
Level 3 (M)	\$ 23.40	\$ 24.06	\$ 24.79	
Level 2(M) (S)	\$ 22.98	\$ 23.63	\$ 24.35	
Level 1 (S)	\$ 22.56	\$ 23.20	\$ 23.91	

DRIVER				
			2.00%	2.25%
	2024	2025	2026	
Level 9 (M)	\$ 31.32	\$ 32.14	\$ 33.05	
Level 8 (M)	\$ 31.15	\$ 31.96	\$ 32.87	
Level 7 (M)	\$ 30.43	\$ 31.23	\$ 32.12	
Level 6 (M)	\$ 26.00	\$ 26.71	\$ 27.50	
Level 5 (M)	\$ 25.75	\$ 26.46	\$ 27.25	
Level 4 (M)	\$ 25.50	\$ 26.20	\$ 26.98	
Level 3 (M)	\$ 25.25	\$ 25.95	\$ 26.72	
Level 2 (M) (S)	\$ 25.00	\$ 25.69	\$ 26.46	
Level 1 (S)	\$ 24.58	\$ 25.26	\$ 26.02	

M/E & Equip. Op				
			2.00%	2.25%
	2024	2025	2026	
Level 10 (M)	\$ 32.85	\$ 33.70	\$ 34.65	
Level 9 (M)	\$ 32.60	\$ 33.44	\$ 34.38	
Level 8 (M)	\$ 32.18	\$ 33.01	\$ 33.94	
Level 7 (M)	\$ 31.76	\$ 32.59	\$ 33.51	
Level 6 (M)	\$ 27.13	\$ 27.86	\$ 28.68	
Level 5 (M)	\$ 26.88	\$ 27.61	\$ 28.42	

<b>M/E &amp; Equip. Op (con't.d)</b>				
Level 4 (M)		\$ 26.63	\$ 27.35	\$ 28.16
Level 3 (M)		\$ 26.38	\$ 27.10	\$ 27.90
Level 2 (M) (S)		\$ 26.13	\$ 26.84	\$ 27.63
Level 1 (S)		\$ 25.88	\$ 26.59	\$ 27.38

- Foreman compensation shall be \$2,500.00 annually above the base salary
- Additional Licenses shall be paid, if needed and approved by the Township, at a rate not to exceed \$500.00 annually.

All employees hired at a level one (L-1), as a new hire, shall be granted a step increase to level 2 (L-2) of the job title in which they were hired on their one year anniversary. Each classification has some automatic increases and some merit only increases on their scale. These steps are identified. The Township still has the ability to evaluate all employees annually, but no later than 45 days after the employee's anniversary date as a full-time employee.