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Dated: September 29, 2003
Revised November 17, 2003

AGREEMENT

BETWEEN

THE TOWNSHIP OF RARITAN,
HUNTERDON COUNTY, NEW JERSEY
AND
TEAMTERS LOCAL 469
DPW (BLUE COLLAR BARGAINING UNIT)

JANUARY 1, 2003 TO DECEMBER 31, 2005

LAW OFFICE:

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PREAMBLE

THIS AGREEMENT, made this 17th day of November, 2003 between the TOWNSHIP OF RARITAN (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 bargainable issues 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 Public Works Department employees employed by the Township of Raritan, but excluding all other employees including managerial executives, confidential employees, professional employees, police, craftsmen and supervisors within the meaning of the Act.

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 his 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 even 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. 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 Road Supervisor 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.

3. The Township will provide the Union with an updated list of covered employees showing name, address, classification, and 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 he has 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 five (5) 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 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. Written warning notices shall be null and void after twelve months if no additional violations of rule have occurred.

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 his 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 sixty (60) working days of employment, during which time the Township can reprimand or discharge without being challenged by the Union. This time period may be extended by an additional thirty (30) working days upon mutual consent of the parties. 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 thirty (30) days upon mutual consent of the parties. 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 every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the trial period, he shall be returned to his former classification and shall assume seniority and pay as though he had never left his old classification. If an employee fails to satisfy the job requirements, he 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 one 15 minute paid coffee break during each 4 hour work period 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 two (2) hours work or pay in lieu thereof at the applicable premium rate when the employee is called in from work outside his regular schedule from Monday to Friday.

2. Minimum guarantee of four (4) hours work or pay in lieu thereof at the applicable premium rate when the employee is called in for work on Saturday, Sunday or a holiday.

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

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

5. Whenever a bargaining unit employee is called into work, he or she shall receive the minimum wage up to a maximum of one (1) hour for travel to work, but not when traveling home from the call-in.

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

D. The Township agrees that at the end of each work week there will be a published list of overtime.

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 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. In excess of eight (8) hours of work (exclusive of any lunch break) in the work day;

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

order to receive double time on a Sunday, the employee must have worked eight (8) hours straight on Saturday. This means the employee must work six (6) consecutive days in order to receive double time on a Sunday.

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 supervisor in charge.

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. When working overtime, employees shall be entitled to the following meal allowances:

1. Effective January 1, 2003, the supper allowance shall be \$12.00 for continuous work performed up to 8:00 p.m.

2. Effective January 1, 2003, the breakfast allowance shall be \$7.50 for continuous work performed up to 3:00 a.m. Also, a \$7.50 breakfast allowance shall be granted to those

employees called in prior to the regular starting time in excess of two (2) hours or more.

3. Effective January 1, 2003, the lunch allowance shall be \$9.50 for those employees who work through lunch or are called in to perform overtime duties on a Saturday, Sunday or a recognized holiday, and work through lunch, if directed in all instances to do so by the Township and the Township does not provide lunch.

4. When an employee is requested to remain after 3:30 p.m. during the usual work week and he performs continuous work through to the next day and begins to work his regular schedule at 7:00 a.m. without returning home, he shall receive the paid lunch allowance.

5. For all overtime worked on Saturday, Sunday or holidays during snow emergencies only, employee will receive the paid breakfast and supper allowance if they worked through the applicable period.

6. When overtime work involves snow plowing, employees shall be entitled to a one hour paid break between 8:00 p.m. and midnight for their supper meal; and a one-half hour paid break between midnight and 3:00 a.m. and between 3:00 a.m. and 7:00 a.m. for their midnight and breakfast break respectively.

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.

J. 1. Employees who are given compensatory time (time allowed) for overtime work during any given year will not be allowed to accumulate and/or accrue and/or maintain more than thirty-two (32) compensatory time hours, which can be carried over from year to year. Compensatory time cannot be used during the month of December.

2. The choice between compensatory time or payment for overtime will be discussed prior (when possible) to the performance of the work by the employee and his/her supervisor. The decision will be based on the best interests and needs of the Township. The Supervisor's decision will be final.

3. Compensatory time can only be taken upon prior verbal or written approval (if possible) of the department head.

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 Year's 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 Eve
Christmas Day
Employee's Birthday

B. Employees who do not work on the observed holiday shall receive their regular daily rate of pay for each day, provided that any absence occurring on the day before or the day after the holiday has been authorized and/or paid for by the Township. If the absence is due to illness, the Township may request reasonable proof of such illness.

C. 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 hired before January 1, 2000 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. Employees will receive one (1) additional vacation for each year after fifteen (15) years. The maximum number of vacations days for any employee is twenty-five (25).

4. For purposes of computing vacation entitlement, 8 hours at the employee's regular straight time hourly rate of pay shall constitute a working day.

B. All permanent full time employees covered by this Agreement hired on or after January 1, 2000 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 seven (7) 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 ten (10) working days vacation upon completion of two (2) consecutive years of employment with the Township.

3. Employees shall be entitled to fifteen (15) working days vacation upon completion of seven (7) consecutive years of employment with the Township.

4. Employees shall be entitled to twenty (20) working days vacation upon completion of fifteen (15) consecutive years of employment with the Township.

5. 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: Employees shall submit their requests for vacation time on or before April first, and the Township shall respond to such requests on or before April 15 of each year. The Township agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit. The requirement is that only 50% of the total vacation allotment be

submitted by April 1. Upon approval of the Supervisor, an employee shall be allowed to change any of their posted day or days if there is no conflict with already scheduled vacation days of other employees or conflict with any provision of this Article. Seniority will not prevail for unscheduled time when conflicts arise. The Township retains the right to allow only 25% of the workforce to be out at one time.

D. Vacations shall not be cumulative from one year to the next and must be taken in the calendar year in which earned. An employee whose employment is terminated prior to the expiration of his probationary period will not be entitled to annual vacation or pay in lieu thereof.

E. Employees shall receive vacation pay in advance of their vacation provided they furnish the Township with written request for same at least ten working days prior to the payday in which the vacation payment is requested.

F. In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall enjoy an additional vacation day with pay at a mutually agreed upon time. Vacations may be taken throughout the calendar year.

G. A permanent employee who has resigned or who has otherwise separated from employment 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 his separation becomes effective, which shall be payable not later than the

second pay period after separation. Any vacation taken in excess of vacation earned shall be deducted from the employee's final pay check.

H. 1. For one (1) day vacations, employees must give twenty-four (24) hours notice.

2. For two (2) to five (5) days vacation, employees must give forty-eight (48) hours notice.

3. For over five (5) days vacation, employees must give one week's notice.

ARTICLE XV

HEALTH INSURANCE

A. The Township agrees to continue and pay for, except as otherwise provided below, all insurance coverages currently in effect upon the signing of this Agreement, for employees, their spouse and dependents, at the same benefit levels enjoyed in the existing medical, dental and prescription drug plan. Effective as soon as possible after the signing of this Agreement, the prescription plan shall be modified to provide for a \$5.00 co-pay for generic prescriptions, \$15.00 co-pay for brand name prescriptions, and \$0.00 co-pay for mail-in order prescriptions.

B. 1. Any employee who retires pursuant to the Public Employee Retirement System after twenty-five (25) years of service credited in the pension fund, with a minimum of twenty (20) years of service with the Township (in any full-time employment capacity whether or not continual service), or who retires at any point on a disability pension, shall continue to receive all health and medical benefits (including dependent coverage) provided by the Township for the remainder of his or her life with the premiums to be paid by the Township. Upon the death of the employee, the employee's spouse (and eligible dependents) shall continue to receive all health and medical benefits provided by the Township for the remainder of the spouse's life with the premiums to be paid by the surviving spouse at the group rate established for other retired employees.

2. Effective upon the signing of this Agreement, all employees, in order to be eligible for the retiree health insurance coverage benefits, must live in the Continental United States.

C. 1. Effective retroactive to January 1, 2003, employees will receive a \$125.00 annual allowance towards eye care. This will be used for exams, lenses, frames or contact lenses. This provision applies to employees only and not to dependents.

2. Effective January 1, 2005, employees will receive a \$150.00 annual allowance towards eye care. This will be used for exams, lenses, frames or contact lenses. This provision applies to employees only and not to dependents.

ARTICLE XVI

DEATH IN THE FAMILY

A. Wages up to five (5) 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, and up to three (3) days for other relatives such as grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunts and uncles. All days shall be consecutive working days and shall commence between the day of death and the day of the funeral.

ARTICLE XVII

NON-DISCRIMINATION

A. There shall be no discrimination or interference, by the Township or any of its agents against the employees represented by the Union because of any membership or activity in the Union. The Union or any of its members or agents shall not intimidate employees into membership.

B. The Township and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, political affiliation, or liability for service in the armed forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

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. Any payment received for jury duty shall be retained by the employee.

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 five (5) working days. A written decision on the grievance shall be submitted to the Union within five (5) working days after its presentation.

STEP 3 - If the grievance has not been satisfactorily resolved in Step 2 hereof, the Union may, within five (5) 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 hereinabove 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. He shall confine his 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 agreement. Unless such time is extended by mutual 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 his supervisor. The supervisor will be responsible for determining whether or not the work can be performed safely. If, in the judgment of the supervisor, the working conditions are unsafe, he shall advise how the work can be performed safely or will stop the work. Normally, if the supervisor 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 shall provide all safety equipment necessary for the performance of work required, including but not limited to first aid kits, D.O.T. flags, flares, and fire extinguishers. All safety equipment and apparel shall remain on the Township's premises when not in use. The parties agree to establish a safety committee to consist of two union and two management members. The purpose of the safety committee shall be to establish and enforce safety standards and practices to be observed by all parties in connection with work performed by the employees covered under this Agreement.

C. During a snow emergency, two (2) men will ride in trucks that require two personnel during their operation, all other units will adhere to one (1) man per truck.

ARTICLE XXI

LIE DETECTOR TEST

A. The Township shall not require, request or suggest that any employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE XXII

JOB DESCRIPTION SHEETS

A. The Township will prepare and make available to the Union Job Description 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.

E. Every public works employee shall be able to perform all of the necessary tasks assigned by the Public Works Supervisor. He shall be able to perform all necessary labor and operate every piece of equipment and machinery to accomplish the mission of the Public Works Department.

F. Crew Chiefs shall be designated as the leader to direct the work of a crew of 3-5 men performing a specific sub unit of road work. Such work shall include, but not be limited to, patching, ditching, laying and repair of drainage pipe, pipe and manhole cleaning, roadside brush cutting and pruning, etc. The Crew Chief shall be capable of performing all classifications of work under his direction.

ARTICLE XXIII

MILITARY LEAVE

A. The Township agrees to abide by all applicable provisions of The Universal Military Training and Service Act.

ARTICLE XXIV

COMPENSATION CLAIMS

A. 1. In the event an employee becomes disabled by reason of 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.

B. When an employee requests injury leave, they shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the

Township's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against their accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, they shall be advanced sick time to cover the absence. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.

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 to so report said injury may result in the failure of the employee to receive 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.

ARTICLE XXV

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 three month notice period to perform the work to be done.

2. Notice of such layoffs will be given at least three months 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.

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 XXVI

SUB-CONTRACTING

A. The Township may continue to let subcontracts for the work or services presently performed by or hereafter assigned to employees covered by this Agreement provided:

1. No employees are on layoff with unexpired recall rights.

2. Employees shall not be laid off while contractors are performing work.

3. The letting of subcontracts shall not be used to avoid the terms and conditions of this Agreement.

ARTICLE XXVII

PERSONAL DAYS

A. Each employee covered by this Agreement may receive three 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.

B. Employees shall not be entitled to take personal days during their probationary period.

ARTICLE XXVIII

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. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. If the employee is absent for three or more consecutive days, the Township may ask for a physician's note if deemed necessary. Absences without notice for five (5) consecutive days shall constitute a resignation.

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. Fifteen days per year for each year of service with the Township thereafter, beginning with the second year of employment.

3. Sick leave entitlement shall be cumulative from year to year, said accumulation having commenced on January 1, 1976.

4. Upon separation from the employ of the Township, except in the case of a firing which is upheld per this Agreement, death or layoff, all employees are entitled to receive a twenty-five percent (25%) maximum of 200 unused sick days in a dollar payment upon separation. There shall be a thirty-five percent (35%) maximum of 200 days unused sick days paid in a dollar amount upon retirement.

D. Any employee who is absent on sick leave for five 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 his return to work, to be examined by a physician at the expense of the Township.

E. There will be a buy-back option at the end of each year of twenty five percent (25%) of the total accumulated sick leave with the maximum of twenty (20) days, and after one (1) year of employment, at the applicable hourly rate. Buy-back requests must be submitted by December 31.

F. On February 1 of each year of the Agreement the Township will issue a list to all members of accrued sick leave, vacation time and personal time.

ARTICLE XXIX

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.

B. Employees shall provide the Township with at least six (6) months notice of their intent to retire. Said notice shall not be binding upon the employee.

ARTICLE XXX

WORK ASSIGNMENTS

A. Supervisory personnel are not to perform work covered by this Agreement except for purposes of instruction or in cases of emergency.

ARTICLE XXXI

PAY DAY

A. Employees will be paid by check every other Friday or twenty-six (26) pay days per year. Employees will be paid during working hours. When payday falls on a holiday, the preceding day will be payday.

ARTICLE XXXII

SANITARY CONDITIONS

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

ARTICLE XXXIII

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 XXXIV

CLOTHING

A. 1. Effective retroactive to January 1, 2003, employees shall be entitled to an annual clothing allowance of five hundred seventy-five (\$575.00) dollars, one-half to be paid on April 1 and one-half to be paid on September 1.

2. Effective January 1, 2004, employees shall be entitled to an annual clothing allowance of six hundred (\$600.00) dollars, one-half to be paid on April 1 and one-half to be paid on September 1.

3. Effective January 1, 2005, employees shall be entitled to an annual clothing allowance of six hundred twenty-five (\$625.00) dollars, one-half to be paid on April 1 and one-half to be paid on September 1.

B. Employees will supply their own gloves, glasses, coveralls, safety shoes and raingear.

ARTICLE XXXV

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 fees from non-union employees who are covered under this Collective Bargaining Agreement.

ARTICLE XXXVI

UNPAID LEAVE

A. A leave of absence without pay may be granted for any of the following reasons:

1. Because of the non-employment connected injury or physical disability of an employee.

2. Because the employee is entering upon a course of training for the purpose of improving the quality of his service to the Township or of fitting himself for promotion.

3. Because of extraordinary reasons, sufficient in the opinion of the Department Head and the Township Administrator, to warrant a leave of absence.

B. 1. Leave of absence without pay will be reported on the Payroll Change Notice Form and will contain the duration and the reason for the required leave.

2. Such leave will not be granted for more than twelve (12) months, any request for an extension of leave time must be made by the employee to the Department Head who will then present it to the Administrator with his recommendation. The Administrator will then act upon the request.

3. If a vacancy does not occur within sixty (60) days after the expiration of a leave of absence, the employee whose leave has expired will be placed on a department reemployment eligible list and given consideration for rehire over a period of one (1) year.

4. Upon reinstatement from a leave of absence, the employee will be granted the seniority he possessed on the date of the leave.

5. Failure on the part of an individual to report within five (5) days following the expiration of a leave of absence, except for valid reasons which should be sent by certified mail five (5) days prior to the reporting date will be cause for dismissal. Time frames may be increased if the situation warrants it.

6. Informal leave of absence without pay, not exceeding five (5) working days in any thirty (30) day period, may be granted at the discretion of the Department Head and the Township Administrator.

7. Employees who enter the Armed Services for an extended length of time (such as a six (6) months program or by enlistment), will be placed on military leave without pay. All of their rights and seniority will be preserved during the time they are on leave of absence for this purpose.

C. 1. The employee will retain membership in the Township Health Plan through the months in which an employee's authorized leave of absence without pay is authorized. The employee is responsible to pay for the full cost of those benefits including the portion normally paid for by the Township.

2. It is the employee's responsibility to arrange with the Township to pay for benefits (such as health insurance,

group life insurance, pension coverage, etc.) which the employee wishes to continue while on leave of absence.

3. Other benefits, e.g., vacation, holidays, sick leave, etc. will cease to accrue upon the beginning of the leave of absence. No employee may accrue any of these types of benefits while on an unpaid leave of absence. After the expiration of the leave of absence, said benefits will begin to accrue again.

ARTICLE XXXVII

SALARY

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

B. The Township agrees to continue the position of crew chief, and so long as the Township continues the position of crew chief. Payment for services performed as crew chief shall be in accordance with the provisions set forth in Article XXXIX.

ARTICLE XXXVIII

HOURLY RATES OF PAY

A. Employees hired before January 1, 2000, will receive pay as follows:

	<u>1/1/03</u>	<u>1/1/04</u>	<u>1/1/05</u>
Probationary	\$18.24	\$18.97	\$19.73
After 3 months	\$20.46	\$21.28	\$22.13
After 6 months	\$22.94	\$23.86	\$24.81
After 12 months	\$25.19	\$26.20	\$27.25

B. Employees hired on or after January 1, 2000 will receive pay as follows:

	<u>1/1/03</u>	<u>1/1/04</u>	<u>1/1/05</u>
Probationary	\$18.24	\$18.97	\$19.73
After 3 months	\$19.98	\$20.78	\$21.61
After 6 months	\$21.71	\$22.58	\$23.48
After 12 months	\$23.45	\$24.39	\$25.37
After 24 months	\$25.19	\$26.20	\$27.25

C. Employees hired after January 1, 1996 who do not have a C.D.L. will have a maximum rate at the next to last step on the salary guide until they acquire the necessary C.D.L.

D. The employee must be able to perform all of the tasks outlined under the definition of Public Works Personnel before advancing to the top prevailing rate.

ARTICLE XXXIX

CREW CHIEFS

A. 1. Effective retroactive to January 1, 2003, all crew chiefs shall receive an hourly rate of compensation of \$1.70 per hour over and above their hourly rate of pay pursuant to Article XXXVIII.

2. Effective January 1, 2004, all crew chiefs shall receive an hourly rate of compensation of \$1.85 per hour over and above their hourly rate of pay pursuant to Article XXXVIII.

3. Effective January 1, 2005, all crew chiefs shall receive an hourly rate of compensation of \$2.00 per hour over and above their hourly rate of pay pursuant to Article XXXVIII.

ARTICLE XL

LONGEVITY

A. 1. The Township agrees to pay on the anniversary date of hire the following longevity schedule for employees hired before January 1, 2000:

<u>COMPLETION OF YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
5 YEARS	4%
8 YEARS	5%
10 YEARS	6%
13 YEARS	7%
15 YEARS	8%

2. The Township agrees to pay on the anniversary date of hire the following longevity schedule for employees hired after January 1, 2000:

<u>COMPLETION OF YEARS OF SERVICE</u>	<u>LONGEVITY AMOUNT</u>
5 YEARS	\$0.48/hour
8 YEARS	\$0.72/hour
10 YEARS	\$0.96/hour
13 YEARS	\$1.20/hour
15 YEARS	\$1.44/hour

B. Said payment shall be added to the base wages and paid pro rata in the regular paychecks.

ARTICLE XLI

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 XLII

LICENSING & EDUCATIONAL COMPENSATION

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

B. The Township further agrees to pay for all future courses as it relates to the all workers providing they achieve a passing grade. It further agrees to pay time and one half (1 1/2) for courses attended after the scheduled work day.

ARTICLE XLIII

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 XLIV

DURATION OF AGREEMENT

A. The provisions of this Agreement shall become effective on January 1, 2003 and shall continue in full force and effect until December 31, 2005, 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, 2005, 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 17th day of November, 2003.

ATTEST:

TOWNSHIP OF RARITAN

ATTEST:

TEAMSTER LOCAL 469

INTERNATIONAL REPRESENTATIVE
