

A G R E E M E N T

**BETWEEN
TOWNSHIP OF WASHINGTON
MERCER COUNTY
AND
WASHINGTON TOWNSHIP
TEAMSTER'S LOCAL NO. 35
PUBLIC WORKS EMPLOYEES**

JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

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AGREEMENT

AGREEMENT dated this 1st day of March, 2005 by and between **WASHINGTON TOWNSHIP**, a municipal corporation of the State of New Jersey, hereinafter referred to as “Employer” or “Township” and the **TEAMSTERS LOCAL NO. 35**, affiliated with the International Brotherhood of Teamsters, AFL/CIO, herein referred to as the “Local.”

WHEREAS, the parties have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of public works employees, (hereinafter collectively referred to as “Employee” or “Employees”) of the Public Works Division of the Township;

NOW, THEREFORE, WITNESS:

In consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other as follows:

ARTICLE I

INTERPRETATION AND RECOGNITION

A. RECOGNITION OF BARGAINING UNIT

1. The Employer hereby recognizes Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, AFL/CIO, as the sole and exclusive negotiating agent and representative of all the employees in the bargaining unit as defined immediately below, for the purposes of collective bargaining, settlement of grievances, rates of pay, hours of work, fringe benefits, working conditions, safety of equipment and all other related matters.

2. The bargaining unit shall consist of all public works employees working more than an average of thirty (30) hours per week in the Public Works Division of the Township.

ARTICLE II
RIGHTS OF THE PARTIES

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all Employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees within the Public Works Division;

3. To suspend, demote, discharge or take other disciplinary action for just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the provisions of this Agreement and only to the extent such provisions hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township its powers, rights, authority, duties and responsibilities under

Titles 40 or 40A of the New Jersey Statutes or any other federal, state, county laws or local ordinances.

ARTICLE III

COLLECTIVE BARGAINING PROCEDURE

Collective bargaining meetings shall be held at times and places mutually convenient, at the request of either party. Whenever members of the Local (whether agent or designee or designees) are mutually scheduled by the parties hereto to participate, during working hours, in conferences, meetings or in negotiations respecting the collective bargaining agreement, such members, agents or designee or designees will suffer no loss in pay.

ARTICLE IV

MAINTENANCE OF STANDARDS

The Township agrees that current general working conditions shall be maintained at prevailing levels, except where improved by the terms of this Agreement, specifically altered by this Agreement, or eliminated by this Agreement. It is recognized by both parties that this Agreement is the initial contract between the parties, and that it is comprehensive in its terms concerning wages and benefits, including but not limited to sick leave, vacation, personal leave, holidays, overtime and all other matters addressed in the Agreement, and the parties further recognize that they have altered certain conditions prevailing prior to the execution of this Agreement.

ARTICLE V
NON-DISCRIMINATION

The Employer and the Local both recognize that there shall be no discrimination by reason of sex, color, national origin, ancestry, physical disability, political belief, martial status, creed, racial origin, age or by reason of union membership as far as employment is concerned or as far as any opportunity for improvement of jobs or as a continuation of employment.

The Employer and the Local agree that they will not interfere with or discriminate against any Employee because of membership or non-membership or because of legitimate activity on behalf of the Local.

ARTICLE VI
PROBATIONARY PERIOD

All Employees, prior to becoming a regular Employee with the Township shall serve a probationary period of six (6) months. During the probationary period an Employee shall serve at will, and may be terminated with or without cause.

ARTICLE VII

RULES, REGULATIONS AND SAFETY CODE

The Township may establish such reasonable rules as it deems necessary or desirable provided that such rules are not in conflict with the terms of this Agreement. A copy of such rules shall be sent promptly to the Union. Any changes in or addition to these rules or regulations will be given in writing to the Union before implementation.

ARTICLE VIII

SICK LEAVE AND WORKER'S COMPENSATION

A. ACCUMULATION

All Employees shall be entitled to fifteen (15) days sick leave each year. Unused sick leave days shall be accumulated from year to year. All Employees having a balance of ten (10) unused, earned sick days of their allotted fifteen (15) sick days for the calendar year, will have the option during the middle of December to "buy back" five (5) of those days for compensation from the Township. Those Employees not electing to buy back said days would be permitted to accumulate them in accordance with this Section.

Upon retirement of any Employee, in accordance with applicable statutes and regulations, said Employee shall be entitled to receive a lump sum payment, as supplemental compensation, for each full day of earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement or resignation in good standing. The supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) of the eligible Employee's daily rate of pay for each day of earned or unused accumulated sick leave, based upon the average annual compensation received during the last year of his/her employment, prior to the effective date of his/her retirement or resignation in good standing. However, no such lump sum payment of supplemental compensation payment shall exceed \$18,000.

B. NOTIFICATION OF ACCUMULATION

Employees shall each be given a written accounting of his/her own accumulated sick leave days no later than February first of each year.

C. REPORTING OF SICK LEAVE ABSENCE

Each employee is required to notify the Supervisor of Public Works or his designee at least one-half ($\frac{1}{2}$) hour prior to the shift starting time. Failure to give notification as required shall result in loss of sick leave credit for that day and may constitute cause for disciplinary action. Failure to report absences from duty for three (3) days shall constitute a resignation not in good standing.

D. SMALLEST UNIT OF TIME FOR SICK LEAVE

The smallest unit of time that may be charged to sick leave shall be two (2.0) hours.

E. REQUIREMENT FOR DOCTOR'S NOTE

1. When an Employee has been absent for three (3) consecutive working days due to illness, said Employee shall be required to bring in a doctor's note indicating the nature of illness and noting the days that the Employee was/is not able to work. The Supervisor of Public Works will not authorize an Employee's return without the doctor's note. Failure to provide this documentation shall constitute grounds for disciplinary action.

F. ALLOCATION OF SICK TIME

Paid sick leave shall be earned on the basis of one (1) working day per month for each full month worked during the remainder of the first calendar year of employment to a maximum of twelve (12) days during the first calendar year and earned at one and one-quarter ($1\frac{1}{4}$) working days per

month during each succeeding calendar year to a maximum of fifteen (15) days.

G. QUARANTINE

1. If an Employee is exposed to a contagious or communicable disease or condition while on duty that can be transmitted to other Township Employees or to a citizen and results in his/her being quarantined for public health purposes the Employee is mandated to take sick leave which shall not be charged against the individual Employee's sick time. The Employee shall return to duty only when certified upon medical examination and report. The Employee shall at the outset produce medical certification that he was exposed to such contagious or communicable disease or condition and such certification shall state that he/she should not appear at work and is quarantined.

2. In case of leave of absence due to exposure of contagious disease, a certificate from the State or Local Division of Health shall be required.

H. ILLNESS DURING VACATION

If an Employee becomes sufficiently ill so as to require in-patient hospital care while he/she is on vacation, he/she may charge such period of illness and post-hospital recuperation against sick leave, at his/her option. The Employee must submit a doctor's certificate as to the need for in-hospital care and post-hospital recuperation.

I. NON-DUTY ACCIDENT OR ILLNESS

Any Employee who is sick or disabled as a result of a non-duty related accident and who, by virtue of such illness or disability, uses all of his sick days which had been accumulated at the onset of such illness or disability

shall be eligible to file for State Disability Benefits after exhausting all sick, personal and vacation days. No sick days will accumulate during such time as the Employee is on disability or sick leave; sick leave will accumulate only during months actually worked or while any Employee is on disability due to injury received in the line of duty.

ARTICLE IX
MISCELLANEOUS LEAVES

Employees shall be entitled to the following temporary non-accumulative leaves of absence each year:

A. FUNERAL LEAVE

1. Up to five (5) working days with full appropriate pay at any time in the event of death of an Employee's spouse, child, parent, grandparent, father-in-law, mother-in-law, brother, sister and any other member of the immediate household. The aforementioned days must be used within seven (7) calendar days of the day of death. Additional time for travel may be allowed at the discretion of the Township Administrator.

2. The day of funeral only with full appropriate pay in the event of death of an aunt, uncle, brother-in-law or sister-in-law.

B. LOCAL-RELATED ACTIVITY LEAVE

Leave from duty with full appropriate pay shall be granted the members of the Local Negotiations Committee who attend meetings between the Employer and the Local for the purpose of negotiating the terms of the contract, provided said Employee is scheduled to duty at the time set for any such meeting.

C. IN ADDITION TO SICK LEAVE

Leaves taken pursuant to subsections A and B above shall be in addition to any sick leave to which the Employee is entitled.

D. LEAVE OF ABSENCE

A leave of absence without pay and without accrual of fringe benefits may be granted for good cause to any Employee for a period of up to one (1) month. Such leave shall be granted at the discretion of the Employer after recommendation from the Supervisor of Public Works and Township Administrator.

E. PERSONAL DAYS

1. Each Employee shall receive three (3) personal days each year.
2. Twenty-four (24) hours notice shall be required for personal day use. Emergency use of personal days will require Supervisor approval.
3. Personal days shall be credited on the assumption that the Employee will be employed the full year. In the event the Employee resigns or is terminated, he/she shall be entitled to personal days based on one (1) day for each four (4) months worked during the calendar year. Any excessive use of personal days at time of termination will be deducted from the Employee's last pay check.

F. MATERNITY AND PATERNITY

Maternity and Paternity leaves shall be governed by the applicable provisions of the New Jersey and Federal Law including the Family Leave Act, N.J.S.A. 34:11B-1, *et. seq.* and the Family Medical Leave Act, 29 U.S.C. 2601, *et. seq.*, as each may be applicable.

ARTICLE X
INSURANCE PROTECTION

A. FULL HEALTH CARE COVERAGE

As of January 1, 2005, the Employer shall provide the health care protection designated below. The Employer shall pay the full premium for each Employee, and in cases where appropriate, for family-plan insurance coverage.

1. **Carriers** - The medical carrier shall be Blue Cross and Blue Shield for the basic hospitalization and medical-surgical coverage, or other carriers under the existing plan which may be selected by the Employer. Insurance Services shall be provided by carriers selected by the Township. Prior to changing carriers, the Township will discuss said change with the Local and agree to provide coverage that is equivalent or better than existing coverage.

2. **CO-PAY** - Effective July 1, 1998, any employee who continues to participate in the "Traditional" State Health Benefit Plan shall pay the difference in cost between the traditional plan and the NJ Plus PPO plan. Deductions will be made from the employee's paycheck on a biweekly basis.

B. DENTAL INSURANCE

Employees shall be included in the same dental plan provided by the Township to all nonunion employees. The Employer shall pay the full premium for each Employee and, in cases where appropriate, for family-plan insurance coverage. Dental coverage shall not be reduced during the life of this Agreement.

C. PRESCRIPTION DRUGS

A prescription drug plan shall be provided for Employees effective January 1, 1998. Said plan shall include a \$5.00 co-pay provision for brand name drugs and a \$3.00 co-pay provision for generic drugs.

D. VISION CARE COVERAGE

Employees will be eligible for vision care reimbursement in an amount not to exceed \$200.00, every two years, commencing after ninety (90) days of full-time employment. Reimbursement will be on amounts not previously covered under the employee's Health Benefit Coverage.

ARTICLE XI

HOLIDAYS

A. The Employees covered by this Agreement shall receive thirteen (13) holiday days, which are listed as follows:

**New Year's Day
Martin Luther King, Jr.'s Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day-General
Thanksgiving Day
Friday after Thanksgiving Day
½ Day Christmas Eve Day
Christmas Day
½ Day New Year's Eve**

B. Holiday compensation shall be computed at a straight hourly rate of pay based upon an eight (8) hour day for each respective Employee.

ARTICLE XII

VACATION AND VACATION PAY

A. QUALIFICATION FOR THE EXTENT OF VACATION

Employees shall be entitled to the following vacation:

First full calendar month to December 31 of year of appointment:	1/2 day per month
After first calendar year through five years:	Ten (10) days per year
Six through fifteen years:	Fifteen (15) days per year
Sixteen years prior to January 1st:	Sixteen (16) days per year
Seventeen years prior to January 1st:	Seventeen (17) days per year
Eighteen years prior to January 1st:	Eighteen (18) days per year
Nineteen years prior to January 1st:	Nineteen (19) days per year
Twenty years prior to January 1st:	Twenty (20) days per year
Twenty years and beyond:	Twenty (20) days per year

1. Employees who terminate service voluntarily will be paid accumulated vacation benefits on the last day of employment, prorated to date of termination.

2. Each Employee without restriction shall be entitled to carry over up to five (5) earned and accumulated vacation days into the next calendar year. All carried-over vacation days shall be utilized by the Employee in the calendar year into which the vacation entitlement was carried. No carried-over vacation time may be further carried over or accumulated unless the Employee is unable or prevented from taking any vacation as a result of municipal business, working conditions or job related illness or injury; then his/her earned accumulated and unused vacation shall be carried over to the next calendar year no matter the number of unused vacation days lost for that year.

3. The current year's earned vacation time and any accrued vacation time may be taken by an Employee as termination leave upon the Employee's retirement and shall be pro-rated if the circumstances require as a result of the Employee's actual retirement date. The Employee, at his/her option, may elect not to take his/her current year's earned vacation time and any accrued vacation time carried over into that year and instead receive cash payment for all accumulated vacation time, which moneys shall be paid within two (2) weeks of the Employee's last working day.

B. VACATION PERIOD

The parties recognize that the scheduling of vacation is a management prerogative. In accordance with such recognition, vacation period shall be taken in blocks of one (1) or more days at the Employee's sole option. All Employees shall have one (1) week which can be split as a matter of right. If an employee has four (4) weeks of vacation entitlement then two (2) weeks

can be split as a matter of right. Beyond these entitled one of two week amounts or vacation which can be split into blocks as a matter of right, the Supervisor of Public Works or his designee shall have the discretion to grant or deny additional split time.

If a conflict should arise with respect to the scheduling of vacation periods among the various Employees, such matters shall be resolved on the basis of seniority and with the consent of the Township Administrator or his designee.

C. PAYMENT OF VACATION PAY

1. The amount of vacation pay to be received by an Employee in accordance with the benefits noted herein, shall be determined by the per diem salary of the Employee at the time the vacation benefits are utilized. (Such per diem salary shall not include any overtime pay or other monetary benefits but shall be calculated on the salary schedule of such Employee at the time.)

2. If requested, vacation pay shall be paid to the Employee (in addition to his/her regular earnings) during the pay period prior to the beginning of his/her declared vacation period.

ARTICLE XIII

SALARIES

A. POSITIONS COVERED

Salaries for the following positions are covered by this Agreement and where indicated, a CDL license is required:

<u>TITLES COVERED</u>	<u>CDL REQUIRED</u>
Building Service Worker	No
Laborer	Yes
Truck Driver	Yes
Building Maintenance Worker	Yes
Equipment Operator	Yes
Maintenance Repairer	Yes
Parks & Recreation Maintenance Worker/Groundskeeper	Yes
Sr. Building Maintenance Worker	Yes
Sr. Equipment Operator	Yes
Sr. Maintenance Repairer	Yes
Mechanic	Yes
Public Works Foreman	Yes

2004 SALARY INCREASE:

As of 1/1/04 all employees (employed as of that date) shall receive a retroactive salary increase in the amount of 3.5% of their 2003 base salary plus a \$750 lump sum base salary increase, less any required deductions.

2005 SALARY INCREASE:

As of 1/1/05 all employees (employed as of that date) shall receive a retroactive salary increase in the amount of 3.5% of their 2004 base salary. For the purpose of calculating the 2005 base salary, the 2004 base salary shall consist of the 2004 base salary as determined above plus the \$500

uniform allowance plus the \$1500 license stipend (for those employees that qualify for the license stipend).

2006 SALARY INCREASE:

Effective 1/1/06 all employees shall receive a salary increase in the amount of 3.5% of their 2005 base salary.

LICENSE/CERTIFICATION INCREASE:

The base salaries of the current Employees have been increased in the amount of the license stipend paid to them for 2004, if any, and no separate license stipend will be paid to said Employees under this Agreement. New Employees or current Employees who did not receive an increase pursuant to subsection B above are entitled to an increase in their starting salary of up to \$1,500.00 if they hold one of the following licenses:

New Jersey CDL Class A	\$1,500.00 Increase
Herbicide or Pesticide	\$1,500.00 Increase
Auto Mechanic	\$1,000.00 Increase

If an Employee whose base salary includes an increase pursuant to this Section no longer holds the license for which he or she received an increase, for any reason, said Employee's base salary shall be decreased in a corresponding amount (i.e. \$1,500.00 or \$1,000.00).

UNIFORMS:

The base salaries have been increased in the amount of \$500.00 in lieu of a uniform allowance and no separate uniform assessment shall be paid to Employees under this Agreement.

ARTICLE XIV

WORK HOURS/OVERTIME

A. REGULAR WORK HOURS

The regular work hours for all Employees shall be 7:00 a.m. to 3:30 p.m., Monday through Friday, except that from June 1 of each year through Labor Day of each year, the regular work hours shall be 6:00 a.m. to 2:30 p.m., Monday through Friday.

B. LUNCHTIME

Employees shall be permitted a thirty (30) minute lunch break to be taken continuous between the 4th and 6th hour worked by the Employee, at the discretion of the Public Works Superintendent and/or his designee.

C. BREAKS

Employees shall be permitted a fifteen (15) minute break between the 1st and 4th hour worked by the Employee, at the discretion of the Public Works Superintendent and/or his designee. The afternoon break shall be combined with the 15 minute wash-up time at the end of the day.

D. OVERTIME

1. Overtime is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after the regular daily work hours or any day other than provided for in the regular work year. Overtime compensation shall be paid for all work over eight (8) hours in a day or forty (40) hours in a week.

2. Except as stated in subsection D(3) below, all Employees covered by this Agreement shall be paid one and one-half times their respective straight time hourly rate (at whatever said straight time hourly rate

would be for the work week during which such overtime is worked) for any and all overtime work as defined immediately above in subsection D(1).

3. If an employee covered by this Agreement is required to work on a holiday, he/she shall receive his/her regular full day's holiday pay in addition to the hours worked. All hours worked on a holiday will be paid at two (2) times the Employee's respective straight time hourly rate. Overtime on a Sunday will be subject to a minimum payment of four hours and will be paid at the rate of two (2) times their respective straight hourly rate.

4. Overtime shall be calculated as beginning after the completion of the normal working shift in the event that the Employee should be required to remain at his/her duties beyond the completion of said shift.

5. In the event that there is a call-back to work during a period when the Employee is not scheduled to work, said Employee shall receive overtime pay at an overtime rate for the period of said call-back, with a minimum of four (4) hours for each call-back.

6. Overtime will be distributed by management based upon a rotating list. Initially, all Employees will be identified on the list in the order of seniority. The first overtime opportunity under this Agreement will be offered to the most senior Employee. If that Employee accepts or otherwise rejects the overtime, for any reason, he or she will be moved to the bottom of the list for purposes of the next overtime opportunity and the next most senior Employee will move to the top of the list. This procedure will continue for each overtime opportunity.

7. Employees shall be entitled to a maximum of forty (40) hours of compensation time per year beginning January 1, 2005. Compensation time may only be used by an Employee within two (2) days of an overtime shift by

the Employee. All compensation time will be recorded on the Employee's time sheets as CTE and CTO, and a record shall be kept by the Public Works Superintendent. Compensation time must be scheduled in advance and will be permitted at the discretion of the Public Works Superintendent.

8. During the time of a snow emergency you need to be available and reachable by telephone. A reachable telephone number has been obtained and you need to respond to phone calls either from the Public Works Superintendent and/or the Washington Township Police Department. The only acceptable reasons for not being available at these times are a justifiable emergency and/or a note from your physician stating your illness. The shift will be 16 hours on and 8 hours off, except for a State of Emergency issued by the Governor.

9. For snow plowing, any employee called in to work more than four (4) hours prior to their normal starting time shall receive time and a half for all hours worked on that shift.

ARTICLE XV

TRAVEL ALLOWANCE

The Township agrees to reimburse Employees for the use of personal vehicles in connection with official travel. The mileage allowance rate will be twenty-six (.26) cents per mile. Reimbursement shall be subject to approval of the Public Works Superintendent in advance.

ARTICLE XVI
MEAL ALLOWANCE

The Township agrees to reimburse Employees for meals while attending previously approved conferences with appropriate receipts according to the schedule outlined below. No reimbursement shall be made for single day seminars or conferences.

Breakfast	\$ 8.00
Lunch	\$ 11.00
Dinner	\$ 16.00

ARTICLE XVII

PAY PERIODS

All wages shall be due and payable in full every two (2) weeks, in accordance with Township Policy on Friday.

The pay period shall be 12:00 a.m. Monday through 11:59 p.m. Sunday.

ARTICLE XVIII

OUTSIDE EMPLOYMENT

All Employees shall notify the Township Administrator of outside employment. A copy of said notification shall be placed in the Employee's personnel file.

ARTICLE XIX

CHECK-OFF

The Employer shall deduct dues and initiation fees required by the International Brotherhood of Teamsters, AFL/CIO from the wages of all Employees covered by this Agreement who have filed with the Township a proper dues deduction authorization clause as required by the laws of the State of New Jersey. The Local shall advise the Employer of the fixed and standard dues and initiation fees and payments will be made to the Local on or before the fifteenth (15th) of each month.

In the event any dues or initiation fees are inadvertently paid in error by the Township, the Employee shall not hold the Township liable for same.

The Local shall defend and hold harmless the Employer with respect to any litigation resulting from the reliance by the Employer on dues deduction forms furnished to the employer on behalf of the Employees covered under this Agreement.

ARTICLE XX
BULLETIN BOARD

The Employer shall permit the Local to have its own bulletin board located in the Public Works Building for the posting of notices concerning Local business and activities. All such notices which shall be placed on said bulletin board shall be signed by the President or other authorized Employee of the Local.

ARTICLE XXI
TIME OFF FOR UNION ACTIVITIES

The Employer agrees to grant the necessary time off without discrimination or loss of seniority and without pay to the Shop Steward designated by the Union, in writing, to the Employer, to act as an elected Union Officer, Business Agent, Organizer, or to attend a Labor convention not to exceed two (2) days per annum.

Permission for such time off must be requested of the Supervisor of Public Works, in writing, at least four (4) weeks in advance.

ARTICLE XXII

WORK PERFORMED BY COVERED EMPLOYEES

All work performed in any classification covered under this Agreement shall first be offered to Employees covered under this Agreement; and no work under any classification covered by this Agreement shall be offered to either the Employer or the Employer's representatives, or any other person or employees unless sufficient unit Employees are not available. Offering work to non-unit persons shall not cause reduction of the unit or deprive any unit Employee of compensation.

ARTICLE XXIII
UNION RIGHTS

A. ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Township premises at any time during working hours for the purpose of adjusting disputes, investigating working conditions, collecting of dues and ascertaining that the Agreement is being adhered to. Non-employee agents shall notify the Township Administrator and Supervisor of Public Works.

B. INSPECTION OF PAYROLL RECORDS

Whenever a complaint is made concerning the wages, vacations, and/or holidays of an Employee, the complaining Employee and the Union shall have the right to inspect the Township's payroll and time records during the grievance procedure. Said requests shall be submitted in writing to the Township Administrator and will be conducted with a Township Official present.

C. AGENCY SHOP

Any full time Employee or part time Employee working thirty (30) hours a week or more in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter and any new Employee who does not join within thirty (30) days of their date of hire shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. This representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, initiation fee and assessments as certified by the Union to the Employer.

ARTICLE XXIV
DISCIPLINE AND DISCHARGE

No permanent Employee (which does not include Employees within the probationary period) may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with back pay. Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be promptly heard.

With respect to discharge or suspension, except on grounds for immediate dismissal as described herein, the Employee agrees to follow the principles of corrective discipline with respect to other offenses.

A warning shall be given for the first and second offenses of an Employee in violation of Township rules, but reprimands for any offense thereafter shall be cumulative. All warnings and reprimands given to Employees who violate Township rules shall be issued in writing and copies shall be given to Union representatives as provided herein. No other warnings or reprimands shall be considered. A reprimand shall not remain in effect for a period of more than eighteen (18) months. Procedures for the handling of offenses and penalties to be involved are as follows:

Step One - Formal reprimand shall be given to the Employee for the first violation with a copy to the Employee's Shop Steward.

Step Two - A formal reprimand and a one (1) day suspension shall be given to the Employee for his/her second violation of Township rules with a copy to the Employee's Shop Steward and Union. This written reprimand shall be placed in the Employee's personnel record and will be eliminated as stated above.

Step Three - A maximum suspension of three (3) days may be given for the next reprimand. The suspension notice shall be given to the Employee in writing, with copies to the Employee's Shop Steward and the Union. The suspension may be taken to the Employer by the Union for discussion as to the maximum penalty. This action shall become part of the Employee's personnel record and will be eliminated as stated above.

Step Four - A maximum suspension of five (5) days may be given for the next reprimand. The suspension notice shall be given to the Employee in writing, with copies to the Employee's Shop Steward and the Union. The suspension may be taken to the Employer by the Union for discussion as to the maximum penalty. This action shall become part of the Employee's personnel record and will be eliminated as stated above.

Step Five - Discharge. The parties agree that causes for dismissal without first discussing the matter with the Union shall be the following:

- 1. Calling or participating in any strike, work stoppage, slowdown, sick-out, walk-out or like action;**
- 2. Drunkenness, established during working hours, or being under the influence of alcohol during work hours, or coming into work under the influence of alcohol;**
- 3. Theft or dishonesty;**

4. **Assault on Township employees or Township representatives;**
5. **Possession and/or use of drugs of substance in violation of and as defined in N.J.S.A. 24:21-1, *et seq.* or N.J.A.C. 2C:35-1, *et seq.*; or**
6. **Conviction of federal, state and/or municipal criminal offense.**

In each instance, the Employer shall notify the Shop Steward within one (1) working day of the action taken in writing with a copy to the Union. The parties agree that any action taken dismissing or suspending may be subject to the Grievance Procedure and arbitration as provided in this Agreement.

ARTICLE XXV GRIEVANCE PROCEDURE

The term grievance means a complaint regarding alleged misinterpretation, misapplication or violation of the terms and conditions of this Agreement.

A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance. The Local may initiate or file a grievance on behalf of an injured or unavailable Employee. The Township may be a grievant.

Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to the subject Employee during the pendency of any disciplinary proceeding.

Grievances, disputes or controversies which may arise shall be resolved in the following manner:

A. CONTENTS OF GRIEVANCE

A written grievance shall meet the following specifications:

1. It shall be specific.
2. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
3. It shall specify the section of the contract or rule or regulation or statute or ordinance which has been allegedly violated, misapplied or as to which the dispute arises.
4. It shall state the relief requested.
5. It shall contain the date of the alleged dispute, controversy or issue.
6. It shall be signed by the grievant.

B. COUNTING OF TIME

Time limits, as indicated, exclude Saturday, Sunday and legal holidays, except where calendar days are indicated. Time limits may be extended by mutual agreement of the parties.

C. STEP PROCEDURE

- 1. Step One - Within three (3) calendar days after its occurrence, the aggrieved Employee shall discuss his complaint with his immediate supervisor. It shall be discussed verbally and, if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the Supervisor of Public Works. The Supervisor of Public Works shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission.**
- 2. Step Two - In the event the grievance is not resolved at Step One, then the grievance shall be submitted in writing within seven (7) calendar days by the grievant to the Township Administrator. The Township Administrator, or his designee shall submit his written answer to the grievant within seven (7) calendar days.**
- 3. Step Three - In the event the grievance is not resolved at Step Two, the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State constitutional issues or civil rights questions, the grievant shall have the right to seek a resolution of his grievance, either at binding arbitration or in the courts. All costs of the arbitration proceedings shall be borne equally by both parties. In all respects, the initiation of binding arbitration or court process shall begin within forty-five (45) days after receipt of written resolution from the Township Administrator.**

D. ARBITRATION

1. Arbitration requests shall be directed to the Public Employment Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on his request. The request shall specify the particulars of the grievance and the contract provision(s) allegedly violated.

2. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.

3. An arbitrator shall not have the power or authority to add to, subtract from or modify the provisions of this Agreement or the laws of the State of New Jersey and shall confine his decisions solely to the interpretation and application of this Agreement. He shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall not submit observations or declarations of his opinions which are not relevant in reaching the determination. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of the Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement except if otherwise provided within this agreement.

4. Neither the Local nor the Township may withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings, except with prejudice, unless the other party

shall consent that such withdrawal or discontinuance be without prejudice.

5. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved subject to either party's right to appeal provided by statute and/or enter a judgment on the award in the Superior court.

6. The expenses of the arbitrator shall be borne by the losing party. Each party shall make arrangements for, and pay the witnesses which are called by it.

7. If the Public Employment Relations Commission is abolished or its mission substantially changed to the extent of its handling arbitrable matters, the parties shall meet to agree upon another method of choosing an arbitrator.

E. GENERAL PROVISIONS AND EXCEPTIONS

1. No grievance settlement reached under the terms of the Agreement shall add to, subtract from, or modify the terms of the Agreement.

2. Grievance resolutions or decisions at Step One through Step Three shall not constitute a precedent in any arbitration or other proceeding unless a specified Agreement to that effect is made by the Township and the Local.

3. Where a grievance involves, exclusively, an alleged error in calculation of salary payment, the grievance may be timely filed within three (3) days of the time the individual shall reasonably have known of its occurrence.

4. The aggrieved Employee and his designated Employee representative shall be allowed time off without loss of pay as follows:

a. As may be required for appearance at a hearing of the Employees grievance scheduled during working hours.

5. Where the Employee or the Local requests Employee witnesses, permission for a reasonable number of witnesses required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance as required if during his normal scheduled working hours. The witnesses to appear for the grievant shall, when called to testify, be excused from duty with no loss of pay.

ARTICLE XXVI

SAVINGS CLAUSE

In the event that any provision of this Agreement is declared unlawful or unenforceable under state or federal rule or regulation or administrative rules, such provision shall be deleted from this Agreement and the other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE XXVII

SENIORITY

A. PREFERENCE

A full time Employee shall have seniority, for all purposes, over part time Employees. Seniority shall be determined from the first date of employment with the Township, provided service is continuous.

B. LAYOFFS

In the event of layoffs, the Employee with the least seniority shall be laid off first. All employees who are laid off shall have the first right to be re-employed and the Township shall not employ anyone as an employee of the Public Works Division until all laid-off members have been fully reinstated to duty with all their current pay and privileges or have refused reinstatement.

C. REHIRING

Seniority shall be applied in cases of layoffs and rehiring.

D. PROBATIONARY DISCHARGE

The right to rehiring or reinstatement shall not be applicable to Employees who are dismissed or discharged during their probationary period.

E. PROBATIONARY EMPLOYEE SENIORITY

Newly appointed probationary Employees shall have no seniority and shall not be eligible for seniority under the terms of this agreement until they have completed the probation period. Once the employee has completed the probation period, seniority reverts to the Employee's date of hire and shall accumulate until that Employee resigns, is discharged or retires.

F. JOB OPENINGS

All job openings or vacancies for public works jobs only shall be posted by the Township on the employee's bulletin board located at the Public Works facility for a period of ten (10) calendar days. An employee interested in applying for the vacancy must do so in writing to the Township Administrator.

**ARTICLE XXVIII
LAYOFF AND RECALL**

A. DEFINED

Layoff is the separation of an Employee from a position for reasons other than delinquency or misconduct. Job title of Employees subject to layoff will be determined by the Township Administrator with the approval of the Township Committee.

B. ORDER OF LAYOFF

Layoff of Employees shall be in the order of seniority with the last Employee hired as the first laid off.

C. NOTICE OF LAYOFF

The Township agrees to give two (2) working days notice whenever making layoffs, to the Union and the Shop Steward and the Employee. Notice must be given in writing. Where such required notice is not given, the Township shall pay the Employee two (2) working days wages in lieu thereof. Any Employee who is laid off will have one (1) year of recall rights.

D. NOTIFICATION OF RECALL

The Township, when recalling laid-off Employees, shall recall on the basis of seniority and shall send a registered letter to the Employee's last known address (as indicated on the Employee's record) and the Employee shall have three (3) days from receipt of such notice to respond to such recall notice. If the Employee fails to report to work within a seven (7) day period, he may be terminated. If he then is rehired, he shall be considered a new employee without his former seniority.

E. STATUS OF LAYOFF EMPLOYEE

Any laid off Employee who is rehired during the recall period shall maintain his or her former seniority and shall retain all accrued time, if any, including, but not limited to, vacation, sick, personal and compensation time.

ARTICLE XXIX

PAYROLL SAVINGS PLAN

A. SAVINGS BOND PLAN

The Township shall implement a United States Savings Bond payroll savings plan for each Employee. Upon application by the Employee and delivery to the Township of the appropriate payroll deduction authorization, the Township shall make deductions from the Employee's salary in each payroll period in authorized amounts, to fund the bond purchase. All bonds are the property of and shall be delivered to the Employee. This plan shall be implemented and placed into effect without service or administrative cost to the Employee.

B. SALARY AND WAGE DEFERMENT PLAN

The Employer agrees to the initiation of a money market/payroll deferment plan which shall be presented to the Employees prior to its initiation. Upon application by the Employee and delivery to the Township of the appropriate payroll deduction authorization, the Township shall make deductions from the Employee's salary in each payroll period in authorized amounts. The Employer shall bear all reasonable costs incurred in the establishment of the Plan implemented pursuant hereto.

ARTICLE XXX
PERSONNEL FILES

A. A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Township Administrator and may be used for evaluation purposes by the Supervisor of Public Works, and/or Township Administrator.

B. Upon advance notice and at reasonable times, any employee of the Public Works Division may at any time review his/her personnel file. However, this appointment for review must be made through the Township Administrator or his designated representative.

C. Whenever a written complaint concerning an public works employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires within twenty (20) working days after receipt of the material. The rebuttal will be placed in the Employee's personnel file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom.

Removal of any material from a personnel file by any member of the Local shall subject that member to appropriate disciplinary action.

E. Each Employee shall be supplied with a written certification from the Employer, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the Public Works Employee.

ARTICLE XXXI

NO STRIKE CLAUSE

It is agreed that during the term of the Agreement, neither the Local nor its Employees or members, shall sanction, condone, or participate in any strike, stoppage of work, boycott, illegal or unlawful picketing against or within the Township of Washington, and that there shall be no lock out of Employees by the Employer.

In the event that any of the Employees violate the provisions of the above paragraph, the Local shall take the necessary steps to have the Employees who participated in such action return to their jobs and forward a copy of such order to the Employer. The Local shall use every means at its disposal to influence Employees to return to work.

ARTICLE XXXII

JURY DUTY

A regular full time Employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court, shall suffer no loss of salary if the Employee is regularly scheduled to work on that day. To qualify for full pay, the Employee must:

- A. Notify the Supervisor of Public Works immediately upon receipt of a summons for jury service;**
- B. Not voluntarily seek jury service; and**
- C. Shall reimburse the Township for wages received from jury service. No reimbursement of wages will be made for jury service during holidays or vacations.**

ARTICLE XXXIII

SEVERABILITY OF AGREEMENT

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

ARTICLE XXXIV

FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either, or both, of the parties at the time they negotiated, executed and ratified this Agreement.

ARTICLE XXXV

TERM OF AGREEMENT

A. This agreement shall be effective March 1, 2005 and shall remain in full force and effect until December 31, 2006. If the parties have not executed a successor agreement by December 31, 2006, then this Agreement shall continue in full force and effect until a successor agreement is executed.

B. Both parties will advise the other in writing of their desire to negotiate the terms of a new Agreement by September 1, 2006.

In witness whereof, the parties have hereunto set their hands and seals this day of , 2005.

ATTEST:

THE TOWNSHIP OF WASHINGTON:

John M. West, Administrator

Douglas Tindall, Mayor

Michele Auletta, Clerk

**William Polascak, Shop
Steward**

ATTEST:

Daniel A. Kreiser, President

Roger F. Grover, Jr.

Teamsters Local No. 35

Secretary/Treasurer