

EMPLOYMENT CONTRACT

JANUARY 1, 2013 THRU DECEMBER 31, 2015

TOWNSHIP OF GALLOWAY

TEAMSTERS

INTERNATIONAL BROTHERHOOD

OF TEAMSTERS

LOCAL #676

(PUBLIC WORKS)

PREAMBLE

- (1) **THIS AGREEMENT** is entered into as of November 18, 2013 between Galloway Township, (hereinafter referred to as the Township) and the TEAMSTERS UNION LOCAL #676 (hereinafter referred to as the "UNION.")

- (2) **WHEREAS**, the parties hereto desire to establish the hours of labor, rates of pay, and other negotiable terms and conditions of employment under which the employees classified herein shall work for the Township during the life of this agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefits.

- (3) **NOW, THEREFORE**, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of the Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows:

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ARTICLE I

RECOGNITION AND DEFINITION OF TERMS

- A. The Township hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment for those employees covered in the attached certification of PERC. The Township and the Union recognize the rights and obligations of the parties to negotiate wages, hours and other terms and conditions of employment, and to administer this agreement on behalf of covered employees, and that such administration shall apply equally to all employees in the bargaining unit without regard to membership or non-membership in the Union.

1. Definition of Terms

Unless otherwise indicated, the following when used herein shall mean:

“Employees” refers to employees in the certified bargaining unit set forth in the PERC certifications.

“Township” refers to Galloway Township, a public employer.

“UNION” refers to the constituent local of UNION TEAMSTERS #676 (Public Works).

“Management” refers to employees with supervisory responsibility inclusive of but not limited to Department Heads, not covered by the terms of this Agreement.

“Authorized Representative” refers to UNION and Management employees, who are authorized by way of position and/or delegation, to insure correct and proper implementation of terms agreed to herein.

ARTICLE II

DUES CHECKOFF & AGENCY SHOP

- A. The Township agrees to deduct the Union monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Township and Union and the aggregate deductions of all employees shall be remitted to the Union, together with a list of the names of all employees for whom the deductions were made following each pay period.
- B. If an employee's authorized dues are for some reason not being properly deducted, the Union will contact the Treasurer's Office, giving the employee's name, social security number, job title and local affiliation. The Treasurer's Office will take subsequent action to correct the situation.
- C. In the event an employee wishes to withdraw from the Union, the Township will honor such withdrawal only during such period(s) as prescribed by law.
- D. It is understood and agreed that upon the signing of this Agreement, the provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P.L. 1941, c.100c. 34:13A 1, et seq.) shall take effect.

Those employees of the Township of Galloway that are in the bargaining units on the effective date of this Agreement who do not join the Union

within 30 days thereafter, any new employee who does not join within his/her 30 days of initial employment within the unit, and any employee previously employed within the unit who does not join within 10 days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction.

The representation fee shall be in an amount equal to eighty five percent (85%) of the regular Union membership dues, fees and assessments as certified to the employee by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. The Union shall indemnify and hold the employer harmless against any all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend any administration or court litigation concerning this provision.

- E. The employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to P.A.C. Local #676. P.A.C. Local #676 shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to Teamsters Local Union #676, 101 Crescent Blvd., Collingswood, NJ 08108 on a monthly basis, in one check, the total amount deducted along with the name of each employee on

whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

ARTICLE III

NON-DISCRIMINATION

- A. The Township and the UNION agree that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference or discrimination, pursuant to all applicable laws.

ARTICLE IV

UNION RIGHTS

- A. Agents of the Union who are or are not employees of the Township shall be permitted to visit job sites and work locations for the purpose of discussing Union matters so long as such visitations do not interfere with the general operations of the employer and the Department Head is advised in advance. The Union shall furnish the names of all such agents to the Township Manager. Employees shall be limited to one (1) steward and two (2) alternates.

- B. The Union shall have the right to post Union notices on one bulletin board in the garage and one bulletin board in the Municipal Complex.

- C. The shop steward's authority shall be limited to and shall not exceed the following duties and activities:
 - 1. To investigate and present grievances to the Township or the Township's designated representatives, in accordance with the provisions of the Collective Bargaining Agreement of Township premises without loss of time or pay so long as he/she is released by the Department Head or his/her designee to do so. Such release shall not be arbitrarily withheld.

 - 2. The transmission of such messages and information which shall originate with and are authorized by the Union, provided such messages and information have been reduced to writing, or if

not reduced to writing, are of a routine nature and do not reasonably interfere with the Township's operations.

3. The shop steward shall have no authority to authorize a strike action, slowdowns, or work stoppages, or any other interruption of the Township's business. The Township, in recognizing the limitations upon the authority of shop stewards and their alternates, shall have the authority to impose proper discipline, including discharge, in the event the shop steward or alternate authorizes a strike action, slow down or work stoppage in violation of this agreement.
4. Only the chief shop steward shall be considered to have the most seniority with the unit.
5. Whenever the shop steward or his/her alternate is required to attend any grievance hearing and/or negotiations attended by representatives of the Employer and the Union, he/she shall be compensated by the Employer for all hours at straight time over and above the normal working day.

ARTICLE V

NEGOTIATIONS PROCEDURE

- A. The Township and the Union agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the parties agree to present to each other their proposals for modifications to be included in the successor Agreement. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Any Agreement so negotiated shall incorporate all rights and obligations assumed by each part, and reflect the complete and final understanding on all bargainable issues which were, or could have been brought to the bargaining table. Such Agreement shall apply to all members of the negotiation unit and the Township, shall be reduced to writing, and after ratification by the Union and the Township, shall be signed by all parties.
- B. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually agree that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, consistent with their status as representatives of their principals.
- C. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to re-open for negotiations, and/or by a written amendment duly executed by both parties.

ARTICLE VI

MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, 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 specific rights:
1. To the executive management and administrative control of all Township functions, properties and facilities, and the activities of Township employees.
 2. To take personnel action subject to the provisions of applicable Federal & State Law and Township Personnel Policy.
 3. To maintain the efficiency of Township operations to take all necessary actions to carry out its mission in emergencies (emergency to be construed as a sudden, generally unexpected occurrence demanding immediate action).
 4. To exercise complete control and discretion over its organization and the technology of performing its work.
 5. To schedule employee work hours pursuant to the terms of this Agreement.

- B. The exercise of the foregoing rights, powers, authorities, 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 with the implementation thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Construction and laws of the State of New Jersey and of the United States.

- C. It is understood and agreed that the Township, at its sound discretion, possesses the right in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Township, except as modified by this Agreement.

ARTICLE VII

GRIEVANCE PROCEDURE

A. PURPOSE

The parties agree that it is in the best interest of employee and management that all grievances be resolved promptly and equitably. To this end, relevant and necessary information, materials and documents concerning any grievance shall be provided by the UNION AND THE TOWNSHIP upon written request to the other.

1. The following procedure which may be initiated by an employee and/or the UNION acting as his/her representative shall be the sole and exclusive means of seeking adjustment and settling grievances.

Whenever any representative of the UNION, or any employee, is scheduled during his/her working hours to participate in grievance procedures, such employees shall suffer no loss in pay or benefits. There shall be no claim for overtime pay in the event the scheduled activity extends beyond the employee's normal tour of duty.

Except in cases of bona fide emergencies, the Steward shall be permitted reasonable time to investigate, present and process grievances during working hours without loss of pay or time.

B. DEFINITIONS

A contractual grievance, for the purposes of and within the meaning of this Agreement, shall be defined as a breach, misinterpretation, improper application, or non-application of the terms and conditions set forth within the language of this Agreement.

A non-contractual grievance, for the purpose of and within the meaning of this Agreement, shall be defined as a breach, misinterpretation, improper application, or non-application of all policies, procedures, rules and regulations, as well as, those specific management rights noted herein as may be practiced and/or adopted by the employer during the life of the Agreement.

C. PRELIMINARY INFORMAL PROCEDURES

An employee may verbally present and discuss a grievance with his/her immediate supervisor on an informal basis, in the presence of a Steward.

D. FORMAL STEPS

All grievances shall be in writing with a full explanation in detail as to what is grieved.

It is the intent of the parties to settle any grievance or dispute as quickly and informally as possible.

Step One

The grievant employee, through the Union Steward, may take up the grievance or the dispute with the employee's Department Head within five (5) working days of the date the employee knew or should have known of its occurrence. Upon presentation of the grievance, the Department Head shall then attempt to adjust the matter and shall respond to the Union Steward at that time, unless the parties mutually agree to an extension. Failure to act within five (5) working days shall be deemed to constitute an abandonment of the grievance.

Step Two

If the grievance has not been settled, it shall be presented in writing by the Steward or Business Agent to the Department Head within five (5) working days after the response of the immediate supervisor is due. The Department Head shall meet with the Steward or business Agent and respond within ten (10) working days, unless the parties mutually agree to an extension.

Step Three

If the grievance still remains unsettled, the Business Agent may within five (5) working days, forward the grievance to the township Manager or his/her designee. The Township Manager or his/her designee shall respond within ten (10) working days.

Step Four

If the grievance is not settled in steps one, two or three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. There is a timetable of ten (10) days to submit the grievance to PERC.

TIME LIMITS

Failure in any step to communicate on a grievance within the specified time limitation shall permit the carrying of that grievance to the next step of the procedure. Failure to institute a grievance or to appeal from a response or to carry an appeal from a response or to carry an appeal from a non-response within the specified time limitation shall be deemed to constitute an abandonment of said grievance and a waiver of any right to carry the grievance further through the grievance procedure.

E. EMPLOYEE CONDUCT

It is specifically understood that employees shall continue to follow all lawful directives of their employer notwithstanding the pendency of any grievance relating to those directives.

ARTICLE VIII

HOLIDAYS AND ADMINISTRATIVE/PERSONAL DAYS

- A. The following days only shall be recognized as holidays:
1. NEW YEAR'S DAY
 2. MARTIN LUTHER KING'S BIRTHDAY
 3. PRESIDENT'S DAY
 4. GOOD FRIDAY
 5. MEMORIAL DAY
 6. FOURTH OF JULY
 7. LABOR DAY
 8. COLUMBUS DAY
 9. VETERAN'S DAY
 10. THANKSGIVING DAY
 11. THANKSGIVING FRIDAY
 12. CHRISTMAS DAY
 13. THREE (3) PERSONAL DAYS
 14. PARTIES MAY MUTUALLY AGREE TO TRADE HOLIDAY
- B. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday.
- C. If a holiday is observed while a full time employee is on a paid annual leave status, he/she will receive holiday pay and the day will not be charged against annual leave credits.

- D. If a full time employee works on any of the scheduled holidays set forth in this Agreement, he/she shall be compensated at straight time for all hours worked on a holiday up to a full shift, in addition to time and one-half for the holiday (i.e., for a holiday worked – the employee will earn a total of double time and one-half of his/her regular rate up to a full shift).
- E. The three (3) personal days provided by this Article are available for personal use in increments of one hour. Under normal circumstances, this time should be scheduled two (2) days in advance. An employee cannot call in for use of this time at the beginning of his/her scheduled shift unless approved by the employee's supervisor in the event of an emergency. Use of this time at the beginning of a work shift must be approved in advance. Personal time must be taken within the year accrued or forfeited.

ARTICLE IX

VACATIONS

- A. All full time Township employees shall be entitled to the following annual vacation with pay.

0 – 1 year	10 days <u>accrued</u>
2 through 5	11 days
6 through 10	13 days
11 through 20	18 days
21 and over	22 days

- B. Vacation pay shall be paid at the employee's regular straight time rate per their job classification.
- C. Vacation schedules must be submitted by March 31st of each year for the Department Head approval. Vacation requests submitted after March 31st will be scheduled on a first come, first serve basis and will be approved in accordance with the needs of the business.

All requests for vacation time shall be made annually by March 31st and are subject to approval. Requests after March 31st will be considered but with the understanding that seniority does not prevail and a 30 day notice must be given.

- D. If a holiday occurs during the work week in which vacation is taken by an employee, the day shall not be charged to annual leave.

- E. If an employee is requested to return to work during his/her scheduled vacation period and is unable to reschedule his/her vacation during the calendar year due to the demands of his/her work, the calendar year shall be extended for 90 days for rescheduling purposes or employee may request pay of authorized vacation day.

- F. Any employee separated from the service of the Township for any reason prior to taking his/her vacation shall be compensated in a lump-sum for the unused vacation he/she has accumulated up to the time of separation at his/her current rate of pay.

- G. Vacation days not used in one year can be carried over into the next year only and failure to use them will result in their forfeiture.

- H. Employee may sell back up to 5 vacations days annually, to be paid the first pay in December.

ARTICLE X

SICK LEAVE

- A. Full time employees shall be entitled to the following sick leave with pay as accrued:

One (1) day sick leave with pay shall accrue for each month of service from the date of appointment up to and including December 31st of that year and 15 days of sick leave with pay for each calendar year thereafter, accrued on the basis of 7.5 days per half year. If any full time employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed.

- B. Sick leave for purposes herein defined means an employee's absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position or emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of the employee. An employee shall not be reimbursed for accrued sick leave at the time of resignation or termination of his/her employment.
- C. Payment for accrued sick leave at voluntary termination of service in good standing shall be in accordance with Township Ordinance 1068 of 1991.

- D. If any employee is absent for three (3) consecutive working days, for any of the reasons set forth in the above, the Township may require acceptable evidence. The nature of the illness and the length of time the employee will be absent shall be stated on the doctor's certificate provided to the Township. When an employee takes more than seven (7) sick days within one (1) year, a doctor's note may be required at the discretion of the Director of Public Works for any reason. An employee will be terminated after five (5) days without approval notification.
- E. An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave set forth above, shall notify his/her immediate supervisor by telephone or personal message within one hour before the beginning time of the employee's scheduled work day. If not done, he/she shall be considered absent without pay. Days lost to injury or illness arising from or caused by Township employment for which the employee has received Worker's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be charged to sick leave if procedures in Article VIII, paragraph C are followed.
- F. Part time employees are not eligible for sick leave.

ARTICLE XI

LEAVES OF ABSENCE

- A. An employee who for any reason considered valid by the Department Head and the Township Manager or his/her designee, desires to secure leave from regular duties may, with the approval of the Department Head and the Township Manager or his/her designee be granted a special leave of absence without pay for a period not to exceed 30 days which may be extended an additional 30 days with Department Head and Township Manager or his/her designee approval. Any employee seeking such special leave without pay shall submit his/her request, in writing, stating the reason(s) why the request should be granted, the date when he/she desires the leave to begin and the probable return to duty date.

B. Military Leave

Any employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice prior to the effective date of such leave. Such duty is not to exceed two (2) weeks during any given year.

Full time employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein, or with the Armed Forces of the United States in time of war or emergency or

pursuant to or in connection with the operation with any system of selective service.

C. Dependent Care Leave

Shall be granted in accordance with the Family Leave Act.

D. Child Care Leave

Shall be granted in accordance with the Family Leave Act.

E. Jury Duty

Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees serving as jurors will receive full pay at straight time rate from the Township for all time served on jury duty. Any pay received from the Courts, excluding travel allowance, for serving as a juror shall be returned to the Township. This leave shall be in addition to annual vacation leave.

F. Absence Without Leave

Any unauthorized absence of an employee from duty shall be an Absence Without Leave and is cause for disciplinary action.

Leave granted for a particular reason and used for a purpose other than what for which such leave has been granted, shall be an unauthorized absence and may be cause for disciplinary action.

G. Bereavement/Funeral Leave

1. In the case of death in the family of an employee, the employee will be given up to five (5) working days leave of absence with pay. Family shall include; spouse, children, legal step-children, mother, father, mother-in-law, father-in-law, legal step-mother, legal step-father, grandparent, sister, brother, grandchildren, daughter-in-law, son-in-law of an employee.
2. In case of a death of an Aunt or Uncle, the employee will be given three (3) day working day's leave of absence with pay.
3. Upon recommendation of the Department Head and approved by the Township Manager, additional time may be granted pursuant to this Article where circumstances justify such an extension, however, the extended time will utilize the sick, personal or vacation time of that individual.

H. Maternity Leave

Shall be granted pursuant to the New Jersey Family Leave Act.

ARTICLE XII

HOURS OF WORK

- A. The work week shall consist of five (5) consecutive work days, Sunday through Saturday in a pre-established work schedule. The work shift shall consist of eight (8) work hours, with a pre-established meal schedule.
- B. All employees are permitted five (5) minutes to and from lunch being 11:55 a.m. to 12:25 p.m.
- C. Employees shall work an 8 hour day inclusive of lunch, with no 15 minute breaks.
- D. Management may flex summer work hours from 7am-3pm to 6am-2pm from June 1 through September 15 of each year.

ARTICLE XIII

OVERTIME

- A. The employer shall give the most senior employee with job classification by Division with the ability to do the work the opportunity to work first on a rotation basis. The Employer shall maintain a list reflecting accurately all overtime assigned and actually worked. Such list shall be made available to the Union upon request of the Union. In the event the required manpower is not produced by this system, the Employer shall have the right to designate employees to work overtime in the inverse order of seniority within job classification.
- B. One and one-half (1½) the employees hourly rate of pay shall be paid for overtime worked under the following conditions:
1. All work performed in excess of eight (8) hours per day/40 hours per week.
 2. All hours on the 6th day worked within an individual work week (Sunday through Saturday).
- C. Two times the employee's hourly rate of pay shall be paid for all work performed on the 7th day worked within an individual work week (Sunday through Saturday).
- D. Notwithstanding any of the above, whenever any employee works seven (7) consecutive days regardless of when the first day started, he/she will be on time and one-half (1½) for the 6th day or double time for the 7th day.

E. The following will be regarded as hours worked for the purpose of computing overtime:

1. All hours actually worked.
2. Holidays (scheduled), including personal days.
3. Vacations.

Sick time will be included for the purpose of computing the overtime basis.

F. The Township shall require mandatory overtime in cases of emergency, including, but not limited to snow and ice-control.

G. All Township employees who are required to work three (3) hours beyond their regular scheduled eight (8) hour shift shall be provided a dinner allowance up to \$10.00. Employees called in on an emergency prior to 6:00 a.m. shall be provided a breakfast meal or allowance not to exceed \$8.00. This allowance will be reimbursed directly to the employee through their paycheck.

H. All Township employees at the end of their shift who are required to stay for overtime are permitted to take a 15 minute break.

I. All Township employees if possible will be given a two (2) hour ending notice during emergency overtime.

ARTICLE XIV

CALL-IN / STAND-BY

- A. An employee who has been called in to work in addition to his/her regularly scheduled shift shall be paid at the overtime rate. Call-in pay begins when an employee clocks in. Call-in pay shall end when the call-in work ends and the employee clocks out, or at the beginning of the employee's regular work shift whichever is earlier. The employee will be permitted to leave the work site when the work assignment is completed unless the employee's scheduled work shift has commenced.

- B. In all instances however, full time employees are guaranteed three (3) hours minimum compensation regardless of the number of hours worked.

- C. All on-call employees will be compensated as follows:

Monday through Thursday: One (1) hour at time and one-half rate of pay for being on-call for each day.

Friday 3:30 p.m. to Monday 7:00 a.m.: Eight (8) hours at time and one half of pay for being on-call.

ARTICLE XV

SENIORITY

- A. In all cases of layoffs or recall, employees with the greatest amount of seniority and qualifications shall prevail.
- B. The following shall constitute a break of service: resignation, separation for just cause, retirement, absence without leave for three (3) consecutive working days, failure to report after leave and acceptance of other full time employment while on leave, one (1) year layoff or 30 days out of unit.
- C. In cases of emergencies, non-emergencies or catastrophic events, strict seniority shall be adhered to, i.e. the #1 employee on the list shall be called in first as long as he/she is qualified. Other emergencies will be handled by the Division which is involved in that particular work and in that case seniority shall be adhered to. The Shop Steward shall work along with the Division Foreman when employees are needed for emergencies.
- D. When an employee works out-of-class for four (4) or more hours in any day, he/she shall receive the hourly rate for that class that day at a minimum rate, but at no time less than \$2.00 per hour above his/her classification rate.
- E. There will be a designation of Acting Foreman for non-supervisory employees periodically assigned to supervisory duties. Employees so designated shall receive \$2,000 each year served in such capacity. This compensation shall take the place of out-of-title compensation.

ARTICLE XVI

PERSONNEL PRACTICES

- A. Each new employee will be given an employee handbook and a copy of this contract and afforded the opportunity of an orientation to assist him/her in the performance of his/her duties. Departmental policies issued during the term of this Agreement will be posted on the assigned bulletin boards, and individually provided to employees. It is the responsibility of each employee to know the operational policies of the organization and failure to know and understand these policies will not be considered valid reason for actions and/or omissions in violation of same.
- B. The Township will promote the concept of upward mobility and in-house promotion, to the extent feasible by normally posting available job opportunities on bulletin boards. The township agrees to post upon the Union bulletin boards all bargaining unit and promotional job vacancies. Such posting shall be in a conspicuous manner and shall be permitted to remain on the Union bulletin boards for a period of no less than eight (8) days or until such vacancy is filled. Qualified in-house applicants will be afforded the opportunity of an interview, upon their request, and be given preference to available slots. Seniority will be a consideration in promotions when all other factors are equal. However, the final selection will rest with the Township in each of these instances, and justification of selection will in no instance be required. When an employee is promoted to a higher title the employee will move to the minimum of the new range for the promotional title, the salary can't go down or stay the same. All employees promoted shall receive evaluations at intervals of 45-90 days following the effective date of the promotion.

ARTICLE XVII

NO STRIKE OR LOCKOUT

- A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike, work stoppage, slow down, or walk outs which interferes with the full and complete normal operations of the employer. The Union agrees that any such action would constitute a material breach of this Agreement.

- B. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent, or terminate any strike, work stoppage, slow down, or walk out which interferes with the full and complete normal operation of the Township.

ARTICLE XVIII

POSITION CLASSIFICATION

- A. The position classification plan, as established and maintained by the Township, consists of a schedule for classification titles with classification specifications for each position, which defines and describes representative duties and responsibilities and sets forth the minimum requirement and qualifications essential to the work.

- B. The Union recognizes the right of the Township to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that such assignments outside of classification shall be made in a manner consistent with the Township's operations and organizational requirements.

- C. An employee shall be compensated at the rate of pay for his/her own classification while performing work of a lower compensated occupation.

ARTICLE XIX

DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

- A. Discipline of an employee shall be imposed only for just cause. The Union shall be notified immediately following any demotion, suspension or discharge by the Township in writing. The Township will not discipline employees in the presence of other employees or members of the public at large. The Steward is to be present.

- B. Disciplinary action must be instituted within 30 days of the determination of just cause.

ARTICLE XX

WORKER'S COMPENSATION

- A. When an employee is injured on duty during the regularly scheduled working hours, he/she will be entitled to Worker's Compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34.15).

ARTICLE XXI

WAGE INCREASE

A. Wages will increase as follows:

2013 – 0%

2014 – 1-1/2% effective January 1, 2014

1% effective July 1, 2014

2015 – 1-1/2% effective January 1, 2015

1% effective July 1, 2015

ARTICLE XXII

HEALTH AND WELFARE

- A. Covered employees shall receive the same Health, Dental and vision under the Township plan as general, non-union employees.
- B. The Township reserves the right to make changes to these coverages in accordance with applicable statutes and regulations. The Union Local shall receive prior notice of any such changes.
- C. Prescription coverage will have a co-pay of \$5.00 for generic drugs, \$10 for brand drugs and \$0 for mail-order drugs.
- D. The Township Drug and Alcohol Policy will follow the standard Federal Mandated Policy, and Township Policy, and shall apply to all employees covered by this contract/agreement.
- E. Due to the change in mail order prescriptions with an additional co-pay during the change over to the NJ State Health Benefits Plan, each employee shall receive \$400.00 in the first pay of December each year.

ARTICLE XXIII

GENERAL PROVISIONS

- A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by decision, whereupon the parties agree to commence negotiations relative to the invalidated portion.

- B. This agreement shall specifically incorporate the terms of the Memorandum of Agreement entered into between the Township and Union on or about March 29, 2011.

ARTICLE XXIV

UNIFORMS

- A. Uniforms and shoes will be furnished to any employee where deemed to be required by the Township @ \$425.00 per employee annually. Any Township identification will be returned to the Township when an employee terminates his/her employment. Uniforms must be worn when furnished. Uniforms will be replaced for fair wear and tear at the discretion of the Township.

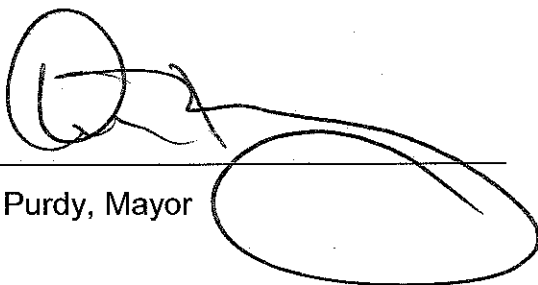
- B. A clothing allowance of \$425.00 will be paid to unit employees effective January 1, 2013. The clothing allowance will be included in base salary and the full clothing allowance (425.00) will be paid retroactively in employees' pay checks after ratification of the Memorandum by both parties. The Township will deliver clothing allowance payment as soon as practicable after ratification.

- C. In January 2014 will revert back to XXIV(A).

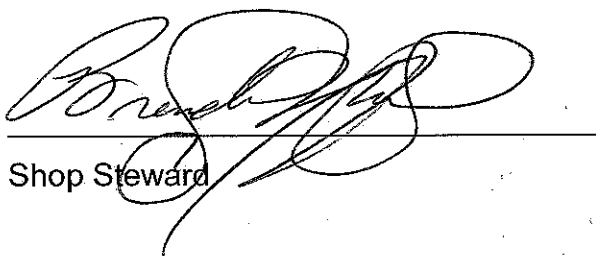
ARTICLE XXV

DURATION AND TERMINATION

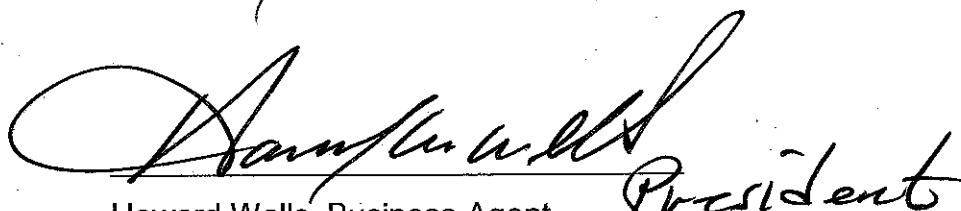
- A. The Agreement shall be effective as of January 1, 2013, and shall remain in full force and effect thru December 31, 2015.



Don Purdy, Mayor



Shop Steward



Howard Wells, Business Agent *President*
International Brotherhood of Teamsters Local #676

Dated: 12/11/13

Attested: Cheryl Prakash