

**AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF CHESTER**

**AND**

**TEAMSTERS LOCAL UNION NO.**

**469**

**2015**

**2016**

**2017**

## Index

<b>AGREEMENT</b>	<b>PAGE 3</b>
<b>PREAMBLE</b>	<b>PAGE 3</b>
<b>ART. 1 - RECOGNITION</b>	<b>PAGE 4</b>
<b>ART. 2 - MANAGEMENT RIGHTS</b>	<b>PAGE 4</b>
<b>ART. 3 - NO STRIKE CLAUSE</b>	<b>PAGE 5</b>
<b>ART. 4 - DUES AND DEDUCTIONS</b>	<b>PAGE 5</b>
<b>ART. 5 - INSPECTION AND SHOP STEWARDS RIGHTS</b>	<b>PAGE 7</b>
<b>ART. 6 - NON DISCRIMINATION</b>	<b>PAGE 8</b>
<b>ART. 7 - SENIORITY</b>	<b>PAGE 8</b>
<b>ART. 8 – SICK LEAVE AND DISABILITY</b>	<b>PAGE 11</b>
<b>ART. 9 - BEREAVEMENT LEAVE</b>	<b>PAGE 13</b>
<b>ART. 10 - MILITARY LEAVE</b>	<b>PAGE 13</b>
<b>ART. 11 - JURY DUTY</b>	<b>PAGE 13</b>
<b>ART. 12 - NON PAID LEAVE OF ABSENCE</b>	<b>PAGE 14</b>
<b>ART. 13 - GRIEVANCE PROCEDURE</b>	<b>PAGE 14</b>
<b>ART. 14 - HOURS OF WORK</b>	<b>PAGE 16</b>
<b>ART. 15 - OVERTIME AND COMPENSATION TIME</b>	<b>PAGE 16</b>
<b>ART. 16 - CALL IN TIME</b>	<b>PAGE 19</b>
<b>ART. 17 – WAGES</b>	<b>PAGE 19</b>
<b>ART. 18 - HOLIDAYS</b>	<b>PAGE 19</b>
<b>ART. 19 - VACATION</b>	<b>PAGE 20</b>
<b>ART. 20 – BULLETIN BOARDS</b>	<b>PAGE 21</b>
<b>ART. 21 - CLASSIFICATIONS</b>	<b>PAGE 21</b>
<b>ART. 22 – EQUIPMENT</b>	<b>PAGE 22</b>
<b>ART. 23 - REIMBURSEMENT FOR COURSES</b>	<b>PAGE 22</b>
<b>ART. 24 - INSURANCE AND RETIREMENT BENEFITS</b>	<b>PAGE 22</b>
<b>ART. 25 - ACCESS TO PERSONNEL FOLDER &amp; EVALUATIONS</b>	<b>PAGE 23</b>
<b>ART. 26 - WORK UNIFORMS</b>	<b>PAGE 23</b>

**Index**

**CONTINUED**

<b>ART. 27 - DISCIPLINE AND DISCHARGE</b>	<b>PAGE 24</b>
<b>ART. 28 - TERM OF CONTRACT</b>	<b>PAGE 24</b>
<b>ART. 29 - SEPARABILITY AND SAVINGS</b>	<b>PAGE 25</b>
<b>ART. 30 - AMENDMENT; ENTIRE AGREEMENT</b>	<b>PAGE 25</b>
<b>SCHEDULE A – RATES OF PAY</b>	<b>PAGE 27</b>
<b>SCHEDULE B – EMPLOYEE CLASSIFICATION JOB DESCRIPTIONS</b>	<b>PAGE 28</b>
<b>SCHEDULE C – UNIFORMS</b>	<b>PAGE 29</b>

AGREEMENT

THIS AGREEMENT made and entered into this 11<sup>th</sup> day of May, 2015 by and between the Township of Chester, County of Morris, State of New Jersey, hereinafter referred to as the "EMPLOYER" and THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 469, Hazlet, New Jersey, hereinafter referred to as the "UNION".

PREAMBLE

This Agreement represents the complete and final understanding on all bargainable issues between the Employer and the Union and is designed to maintain and promote a harmonious relationship between the Employer and such of its employees who are covered by ARTICLE I, RECOGNITION in order that efficient and progressive public service may be rendered, with the public health and welfare being of paramount consideration in this contract.

## ARTICLE I – RECOGNITION

The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours of work and other conditions of employment for all blue collar employees employed by the Township of Chester within the Department of Public Works, whose titles are set forth in SCHEDULE "A", but excluding all managerial employees, confidential employees, supervisors within the meaning of the Act, craft employees, all employees included in any other negotiations unit, DPW Superintendent, DPW Assistant Superintendent, DPW Foremen, and all other employees employed by the Township of Chester as recognized by the Public Employees Relations Commission ("PERC"). The Union recognizes that the Township Administrator shall mean the person in charge of the day to day operations of the Township of Chester. In all cases where the term Administrator is used in this Agreement, it is understood that such reference shall include "or his/her designee". In addition, the Union recognizes that the Superintendent of Public Works shall mean the person in charge of the day to day operations of the Township of Chester, Department of Public Works. In all cases where the term Superintendent is used in this Agreement, it is understood that such reference shall include "and/or Assistant Superintendent or his/her designee".

## ARTICLE II - MANAGEMENT RIGHTS

It is recognized that the Management of the Township, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Employer. Accordingly, the Employer retains the rights, including, but not limited to, select and direct the working forces, including the right to hire, suspend or discharge, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed by specific employees, to establish work schedules and specific job functions, maintenance and repair, amount of supervision, and training programs necessary, machinery and tool equipment, methods, selection, procurement, designing, engineering and the control of equipment and materials; purchase services of other, contract or otherwise. Nothing contained

herein shall restrict the Employer from hiring, suspending or discharging, assigning, promoting or transferring newly hired probationary employees with or without just cause, without any recourse whatsoever in accordance with Article IV. Nothing contained herein shall restrict Management from any rights afforded to it by the laws of the State of New Jersey, or the Constitution of the United States. The foregoing express enumeration of rights reserved to Management shall not be deemed to preclude exercise by Management of other rights exercised by it prior to the execution of this Agreement which are not inconsistent with any express provision thereof.

### ARTICLE III - NO STRIKE CLAUSE

A. The Union and the Employer mutually agree that there shall be no strikes, walkouts, slowdowns, sickouts, and other forms of work stoppage. However this shall not abridge the right of the employees to exercise their right of free speech without fear of repercussions.

B. The Employer shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting, or participating in a strike, slowdown or other such interference and such action constitutes just cause.

### ARTICLE IV - DUES AND DEDUCTIONS

A. Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her first and second pay check of each month, and remit such deduction by the tenth (10<sup>th</sup>) day of the succeeding month to the Union treasurer, in writing, to receive such deductions. The Union will notify the Employer, in writing, of the exact amount of such regular membership dues to be deducted. Any employee may, in writing, terminate his or her respective dues deduction authorization as of July 1st or January 1st of the contract year. All legal, Public Employees Retirement System (PERS) and other authorized deductions shall be made from each employee's pay.

B. REPRESENTATION FEE IN LIEU OF DUES: In accordance with the provisions of N.J.S.A. 34:13A-5.5., as amended, the employer shall deduct and pay over to the Union a representation fee in lieu of dues by payroll deduction from the salaries of all employees covered by this Agreement who are not members of the Union. The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the Union to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments. The said representation fee in lieu of dues shall be deducted from the employee's first and second pay check of each month and the Employer shall remit such deduction by the tenth (10th) day of the succeeding month to the Union treasurer.

The Union agrees to establish and maintain a "demand and return" system in accordance with N.J.S.A. 34:13A-5.6 whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share" of expenditures by the Union that either in aid or activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the Union. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.6, as amended.

If during the term of this Agreement there shall be any change in the rate of membership dues which affects the amount of the representation fee in lieu of dues, the Union shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

C. The Union shall indemnify and save the Township harmless against all claims, demands, suits and other forms of liability, which arise by reason of any action then in making deductions, remitting the same to the Union pursuant to this Article.

ARTICLE V - INSPECTION RIGHTS / SHOP STEWARD RIGHTS

A. A duly authorized representative of the Union designated in writing, after 48 hours notice to the Superintendent during non-business hours, shall be admitted to the premises of the Employer for the purpose of assisting in the adjustment of grievances and for inspection of complaints arising under this agreement unless otherwise agreed to by the Employer and Union or on less than 48 hours notice if needed on-site to provide representation at a disciplinary hearing.

B. The Employer recognizes the right of the Union to designate job stewards and alternates.

C. 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:

1. The investigation and presentation of grievances in accordance with the provisions of this agreement;

2. 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:

A. have been reduced to writing, or

B. 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 employer's business.

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

E. The employer 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.

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



G. Stewards shall be permitted to investigate, present and process grievances on or off the property of Township on their own time, not during working hours. Such time spent in handling grievances shall not be considered working hours in computing daily and/or weekly overtime. Stewards shall not interfere with other employees during their working hours.

H. Upon request and no more than one time per year, the employer will provide the union with an updated list of covered employees showing name, address, and classification.

#### ARTICLE VI - NON-DISCRIMINATION

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Union membership or Union activities.

The Employer and the Union agree not to interfere with the right of employees to become or not become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

#### ARTICLE VII - SENIORITY

##### A. PROBATIONARY EMPLOYEE

1. Newly hired employees shall be considered probationary employees for the first six (6) months of their employment. Such employees may be laid off or discharged during such period with or without cause, without any recourse whatsoever. After 60 days of employment, a probationary employee will become eligible for benefits as provided for in this agreement during the remainder of the six (6) month probationary period. Nothing contained in this provision shall be read or interpreted as providing probationary employees with any rights under the disciplinary or arbitration provisions of this agreement.

An extension of the trial period may be made by the Employer for an additional six (6) months of employment. All provisions of the initial six (6) month probationary period shall apply during said extension and the date of non-probationary status shall be the final date of said extension.

2. Upon completion of the probationary period, an employee's seniority shall be his/her date of commencement of employment by the Township, including the probationary period, for purposes of specific benefits identified elsewhere in this Agreement.

3. Probationary employees will have their wages frozen at their probationary level until taken off of probation.

## B. DEFINITION OF SENIORITY

Seniority is defined as the length of an employee's continuous employment by the Employer excluding seasonal employment.

1. An employee's seniority shall cease upon the following:
  - a. Discharge;
  - b. Voluntary quitting/Resignation;
  - c. Failure of an employee to return to work upon recall within seventy-two (72) hours of the time the Employer has sent a notice to return to the employee's last known address appearing on the Employer's records, unless excused by the Employer by reason of illness or other reasonable cause;
  - d. Absence without notice.
  - e. Absence for illness or injury for more than one continuous year;

Family Leave Act - The Township agrees to abide by the provisions of the State and Federal Family Leave Acts, and to offer employees covered by this agreement the option of leave of absence as long as the requirements are met under the law. An employee's seniority will not be affected by an authorized leave of absence, granted by the Township or under the Family Leave Act.

Any employee returning from an authorized leave of absence shall receive any salary increases which he would have received but for the leave of absence.

### C. LAYOFF

If layoffs should occur for economic reasons, the required reductions shall be made in such job classification(s) as directed by the Township. The Township shall utilize its best efforts to effectuate such layoffs in the reverse order of seniority. The Township retains the discretion to deviate from seniority principles in those cases where special skills and qualifications or other operational justification requires departure from seniority for the efficiency of the office.

The Following procedure will apply:

- i. Notice of layoff will be given at least thirty (30) days before the scheduled layoff.
- ii. Where employees are laid off and an opening occurs for reemployment within twelve (12) months, employees shall be recalled within job classification in the order of seniority. The Employer will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant positions, unless such employees on recall refuse to accept such employment. Employees shall have recall rights for a period of one (1) year and the Township shall not hire from the outside until all laid off personnel are either called back or their recall rights have expired.
- iii. Notice of recall to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. If the person recalled does not accept the position within one (1) week from notification, he/she shall be considered to have resigned.
- iv. An employee returning from layoff may be required to take a physical examination.

### D. PROMOTIONS, TRANSFERS, ASSIGNMENT OR REASSIGNMENT

1. In all promotions, transfers, job assignments or reassignments, seniority within a particular job classification will be considered and seniority within the Department may be considered but the Employer retains the right to make a promotion, job assignment or reassignment with regard to the employee's qualifications, education, experience, employment history with the Township, skills and abilities to perform whatever work may be available and in its sole and absolute discretion.

2. Employees having equal qualifications, in the sole opinion of the Employer, will be selected for promotion on the basis of length of employment.

3. In the event of a job opening or the establishment of a new job classification, the Employer agrees to post said vacancy for 10 business days. The employees who bid shall be evaluated by the Employer.

4. The position will be offered to an employee who is determined to be the most qualified employee for the position. The Employer agrees to make a decision and to advise all applicants within thirty (30) calendar days after posting.

## ARTICLE VIII - SICK LEAVE AND DISABILITY

### A. SICK LEAVE

1. Sick leave may be utilized by an employee when the employee is unable to perform his/her work by reason of personal illness or injury. In addition, sick leave may be utilized by an employee for the care of the employee's spouse, significant other or child.

2. Sick leave for permanent employees shall accumulate on the basis of Ten (10) days per year.

3. Sick days will be pro-rated for all permanent employees in advance on January 1st of each year. Upon an employee's separation of employment, used but unearned sick leave shall be reimbursed to the Township.

4. Unused sick leave with pay shall be accumulated throughout the employee's tenure with the Township but shall not exceed one hundred (100) days at any given time. Employees are strongly encouraged to accumulate such leave in the event of prolonged incapacitating illness. The one hundred (100) day accumulation will be re-evaluated at the end of this contract.

5. There shall be no payment for accumulated sick leave upon an employee's separation of employment with the Township including retirement.

6. After an employee has been out sick for Three (3) consecutive working days, said employee must furnish a certificate from a physician regarding the illness and ability to return to work. After an employee has been out sick for Two (2) consecutive days for the care of a spouse, significant other or child, said employee must furnish a certificate from a physician regarding the illness.

However, in a case where the Township has previously notified the employee in writing of abuse of sick time as evidenced by a pattern of abuse, the Township can require the employee to provide, at his expense, a doctor's note after every absence for reason of illness or a non-job related injury that involves absence from work for three (3) days or more. Sick time offenses will be based on a rolling twelve (12) month time period from the date of the written notice for abuse of sick leave.

7. Sick leave credits shall continue to accrue while an employee is on any leave with pay except when an employee is on Worker's Compensation. Sick leave credits shall not accrue while an employee is on any leave without pay.

## B. OCCUPATIONAL INJURY

1. Any employee who is disabled because of occupational injury may be granted a leave of absence with full pay for a period not exceeding one year. Any amount of salary or wages paid or payable to such an employee during the one year period shall be reduced by the amount of Worker's Compensation paid under the New Jersey Worker's Compensation Act payable through the Employer.

2. An employee returning from authorized leave of absence as set forth above will be restored to his/her original job classification at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

3. Before returning from authorized leave of absence as set forth above, an employee must furnish a certificate from a physician regarding the injury and ability to return to work.

ARTICLE IX - BEREAVEMENT LEAVE

Employees are entitled to 10 consecutive calendar days leave of absence for each death of an employee's spouse, significant other, or child.

Employees are entitled to 3 consecutive calendar days leave of absence for each death of an employee's immediate relative.

"Immediate relative" includes parent, stepchild, sibling, grandparents, daughter in-law, son-in law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household.

Death of uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree not living in the member's household, or grandparents of spouse will be the day of burial only.

Exceptions to this rule may be made when the deceased is buried in another city or state and the employee would be unable to return to duty with the leave granted.

The Township Administrator shall also have authority to grant special consideration in unusual cases not covered by the above.

ARTICLE X - MILITARY LEAVE

See Township Policy and Procedures Manual

ARTICLE XI - JURY DUTY

An employee required to render jury service shall be entitled to be absent from work during that service and will be paid the difference between any payment received for jury duty and the employee's regular salary. Employees summoned for jury service shall provide the Township Administrator with a copy of the summons and/or attendance certificate.

## ARTICLE XII - NON-PAID LEAVE OF ABSENCE

When there are important personal reasons which justify it, the employee may make a request, in writing, to the Superintendent for non-paid leave of absence, giving him/her the following information:

1. Period for which leave is desired;
2. Reason for leave;
3. The specific date on which the employee will return to work.

The Superintendent shall determine whether in his/her judgment the reasons and conditions justify the request. The Superintendent with the concurrence of the governing body shall decide the action to be taken who shall inform the employee of the decision. The Administrator shall file the decision in the employee's file.

An employee who takes an approved leave of absence without pay must be referred to the Payroll Office prior to starting leave to arrange any payments due during the period the employee is off payroll. It must be stressed that failure to make these arrangements may result in loss of benefits.

Deductions will be resumed on return from leave, if possible.

At the discretion of the Administrator and/or Superintendent, upon returning to work after a leave the employee may be required to furnish a certificate from a physician regarding his/her physical condition if the leave was medically related.

An employee granted a leave shall have his/her seniority frozen as of the date of commencement of the leave. Seniority shall continue upon return from said leave. Any salary increases which he/she would have received but for the leave of absence shall be granted upon a return to work equal in length to that of the leave.

## ARTICLE XIII - GRIEVANCE PROCEDURE

A. Any grievance or dispute which may arise between the parties, involving the application, meaning, interpretation or alleged violations of the terms and conditions of this Agreement, shall be settled in the following manner:

1. The Shop steward or his/her alternate, with the aggrieved employee, shall present the grievance or dispute in writing to the Superintendent within five (5) working days of the date of the occurrence of the grievance. The Superintendent shall attempt to resolve the matter and shall respond to the grievant, in writing, within ten (10) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence it shall be deemed abandoned.

2. If the grievance still remains unadjusted, it shall be presented in writing to the Administrator within five (5) working days after the decision of the Superintendent is due. The Union representative will request a meeting with the Administrator with the shop steward and grievant present at such meeting. The Administrator shall respond, in writing, within ten (10) working days after any meeting. If the grievance is not presented in writing in accordance with this provision within five (5) working days, it shall be deemed abandoned.

3. If the grievance is denied at the Administrator's level the union shall forward the grievance within five (5) working days to the Township Council Public Works Liaison. If the grievance is denied at the Township Council Public Works Liaison's level the union shall forward the grievance to the review board of Local 469 for its approval to move to the PERC level.

4. If the grievance still remains unadjusted, it shall be presented to the Public Employees Relation Commission (PERC) in writing, within ten (10) working days after the response from the Township Council Public Works Liaison. If the grievance is not presented, in writing, in accordance with this stipulation within ten (10) working days it shall be deemed abandoned.

B. The term working days herein shall mean an employee's normal working days as established by his/her specific work schedule established pursuant to Article XIV below.

C. The decision of the arbitrator shall be in writing and shall be rendered within standard time frames and such decision shall be final and binding.

D. The parties direct the Arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.



E. Any State or Federal statutory claims related to an employment action must be joined in the arbitration (i.e., Title VII, N.J. Law Against Discrimination, FMLA, etc.).

F. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The Arbitrator shall not have the authority to add to, detract from, or modify in any way the provisions of this Agreement or any amendment or supplement thereof.

G. The payment of arbitration shall be shared (50/50) between the Township and the Union.

H. Witness fees and other expenses will be borne by each party independently.

#### ARTICLE XIV - HOURS OF WORK

The normal work week shall be Monday through Friday exclusive and shall consist of the following time frame with an unpaid half (1/2) hour lunch:

A. 7:00am to 3:30pm. There will be a 30 minute lunch period and two fifteen minute breaks, one in the am and one in the pm.

B. Summer Hours from Memorial Day to Labor Day will be 6am to 2:30pm.

C. Management reserves the right to alter working hours based upon the needs of the Township in emergency situation/conditions.

#### ARTICLE XV - OVERTIME AND COMPENSATION TIME

A. Except as provided in paragraphs B and C below, time and one-half of the employee's regular rate of pay shall be paid as overtime pay for work under any of the following conditions.

1. An employee shall be paid overtime for all work performed in excess of forty (40) hours per week.
2. All work performed on a holiday shall be paid at the time and one-half rate with the exclusion of Independence Day, Thanksgiving Day and Christmas Day which will be paid at double time.

3. In the event that any holiday shall fall on a regular workday and the employee is not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.
4. Sick leave, personal days, vacation days, comp days and bereavement days shall be counted as days worked towards computing overtime.
5. An employee who is scheduled to work on any given day shall be guaranteed eight hours pay or work in lieu thereof.
6. Based on the needs of the department, when the Superintendent, or his designee, approves in advance that a crew needs to work through their lunch period, a half hour (0.50) of overtime (OT) shall be paid to those on the project and the entire work day will be completed.

B. All requests for comp time shall be in written form within a minimum of twenty-four (24) hours in advance thereof except in case of emergency when a request may be made verbally. An employee may not accumulate more than sixteen (16) hours of comp time at any time. All comp time must be used before the end of the calendar year in which it is earned.

C. Vacation, personal, sick, comp, bereavement leave days are all twenty-four (24) hours in duration. Personnel on these days will only be called for overtime in emergency situations; after all other eligible bargaining unit members have been offered the overtime.

D. For overtime resulting from the call in of Team A or Team B for snow or other emergencies, the Township will provide food to employees by way of direct purchase by the Township. Meals will be provided at the Township DPW Garage. Meal times will be designated by the supervisor of the shift and shall not exceed one (1) hour in duration.

E. OVERTIME DISTRIBUTION - A list by seniority of the blue collar unit will be used for overtime call-ins. This list shall be rotating, memorializing where we started and where we left off. Further OT assignments filled by the blue collar unit shall be logged, and assignments turned down shall be logged, as the employee had the opportunity to work, and will be shown the same as though he took the assignment. Rotation will then move down the list to the next employee. This provides for an equitable distribution of overtime. The Superintendent, or his designee, will make every effort to ensure no more than one (1) foreman will be assigned to OT calls at any given time. The Superintendent, or his designee, may require more than one (1)

foreman, and these decisions will be made on a case-by-case basis.

**EXAMPLE:**

Employee A turns down assignment for 3 hours. Shown on OT list as 3 hours NOT PAID.

Employee B accepts assignment. Shown on OT list as 3 hours PAID.

Next overtime call starts with Employee C.

Employee C turns down assignment. Shown on OT list as NOT PAID.

Employee D turns down assignment. Shown on OT list as NOT PAID.

Employee E accepts assignment. Shown on OT list as PAID.

Next overtime call starts with Employee F.

Overtime rotation will continue in this manner until the last employee is offered an OT assignment, and will then proceed to start again from the top of the seniority list. The Superintendent, or his designee, is allowed to deviate from this list in the event an employee with a particular set of skills is required to complete the OT assignment (i.e. OT assignment requires a mechanic).

The employer will maintain a current list of overtime actually worked together with overtime charged which will be made available for viewing upon request. The Township will also post a summary of all overtime reported for a pay period on the bulletin board on the same day the hours are turned over to the Finance office. In addition, the Township will also post the cut-off dates for overtime worked to be paid within the same pay period. The standard cut-off will be end of the business day, eight (8) days prior to the date of the paychecks. Any OT reported after the cut-off will be paid in the following pay period.

F. PAYMENT OF OVERTIME - Overtime shall be paid within the same check as regular pay. IRS guidelines do not provide for the segregation of OT pay in separate checks, unless the segregated pay is taxed at the rate of 25%. In lieu of separate checks, the Township will allow for overtime to be separated into a separate direct deposit bank account.

ARTICLE XVI - CALL-IN TIME

An employee who is called and returns to work during periods other than his/her regular scheduled shift, shall be guaranteed three (3) hours pay at the overtime rate for all hours worked.

ARTICLE XVII - WAGES

Each employee covered by this Agreement for the period of January 1st, 2015 to December 31, 2017 shall receive wages as set forth for each job classification in Schedule A attached hereto. New hires will be appropriately placed within the salary ranges based on prior experience, education and qualifications. Pay days shall be bi-monthly at the rates as per the Scheduled attached. The Township shall notify the Union in writing 30 days prior to any change in pay days.

"Meritorious Increase in Wages"

The Director of Public Works may, if applicable, during the course of the collective agreement, forward to the Governing Body for their consideration a "Meritorious Increase" for any employee covered by this agreement in the event the employee is rated "exceeds" in four or more categories on his/her annual evaluation.

The increase shall be within the minimum/maximum ranges established by the collective agreement in accordance with the budgetary process covering the title of the employee for which increase is being requested.

The "Meritorious Increase" shall not be a guaranteed wage increase and will be only granted based on the approval of the Governing Body considering said increase.

The "Meritorious Increase" shall not be grievable under the collective bargaining agreement.

ARTICLE XVIII - HOLIDAYS

There shall be thirteen (13) paid holidays during the term of this Agreement. Holidays are established by the Township Council at the Township's annual Reorganization Meeting.

ARTICLE XIX - VACATIONS

Vacation days will be pro-rated\* for all permanent employees in advance on January 1st of each year. Upon an employee's separation of employment, used but unearned vacation leave shall be reimbursed to the Township. All full-time employees shall be entitled to vacation leave based upon their years of continuous service as Chester Township employees. Vacation with pay shall be granted to employees as follows:

\* Based upon Hire Date

Employees hired prior to October 15, 1996

One (1) to Five (5) Years of Service	Ten (10) Working Days
Six (6) to Ten (10) Years of Service	Fifteen (15) Working Days
Eleven (11) to Fifteen (15) Years of Service	Twenty (20) Working Days
Sixteen (16) to Twenty (20) Years of Service	Twenty-five (25) Working Days
Twenty-one (21) Years of Service or more	Twenty-five (25) Working Days & One week's salary annually

Employees hired after October 15, 1996

One (1) to Five (5) Years of Service	Ten (10) Working Days
Six (6) to Ten (10) Years of Service	Fifteen (15) Working Days
Eleven (11) to Twenty (20) Years of Service	Twenty (20) Working Days
Twenty-one (21) Years of Service or more	Twenty-five (25) Working Days

Employees hired after March 1, 2012

One (1) to Two (2) Years of Service	Five (5) Working Days
Three (3) to Ten (10) Years of Service	Ten (10) Working Days
Eleven (11) to Twenty (20) Years of Service	Fifteen (15) Working Days
Twenty-one (21) Years of Service or more	Twenty (20) Working Days

Employees hired after May 11, 2015

Less than One (1) Year of Service	Five (5) Working Days
Prorated commencing from the day employment began.	
One (1) to Two (2) Years of Service	Five (5) Working Days
Three (3) to Ten (10) Years of Service	Ten (10) Working Days
Eleven (11) to Twenty (20) Years of Service	Fifteen (15) Working Days
Twenty-one (21) Years of Service or more	Twenty (20) Working Days

No employee shall be granted vacation time without the consent of the Superintendent and/or Township Administrator.

In any year in which a vacation or any part thereof is not granted by the Superintendent and/or Township Administrator for reasons of the pressures of business, such vacation not granted shall accumulate (not to exceed four (4) days), pending written approval of the Township Administrator, and be granted during the second quarter of the next succeeding year only. A vacation leave which an employee does not take of his/her own volition shall not accumulate.

ARTICLE XX - BULLETIN BOARDS

The Employer agrees to make available a bulletin board at the DPW building exclusively for use by the bargaining unit. The said bulletin board is the only location where posting of Union notices is permitted.

ARTICLE XXI - CLASSIFICATION

The Classification for employees covered by this Agreement shall be established by the Employer as defined in Schedule B attached hereto.

## ARTICLE XXII - EQUIPMENT

There shall be provided tools or devices, including safety helmets, deemed necessary by the Employer to protect the health and safety of the employee. It shall be the obligation of the employee to use those provisions issued for the benefit of the employee. Worn out items shall be returned for replacement. Employees designated as mechanics shall provide their own tools.

## ARTICLE XXIII - REIMBURSEMENT FOR COURSES

The Township shall reimburse employees for courses taken that are job related including courses necessary for certifications that Employees are required to possess in connection with their job functions provided that the Employee received prior approval from the Superintendent with the concurrence of the governing body. The Superintendent may require proof of attendance and proof of a passing grade, when applicable, to receive reimbursement.

Under no circumstances will an Employee be reimbursed for taking a particular course more than one time. All courses must be taken on the Employee's own time unless approved by the Superintendent. The Township shall not compensate Employee for taking a course unless directed by the Superintendent with the concurrence of the governing body.

If an Employee has been reimbursed for an educational program that provides needed job certification for licensing, the Employee agrees to work for the Township for a period of five years from the date of successful completion of the course. Should the Employee choose to terminate his/her employment prior to the completion of the five year period, the Employee will be held responsible to repay the costs incurred by the Township.

## ARTICLE XXIV - INSURANCE AND RETIREMENT BENEFITS

Insurance shall be through the Township's approved health benefits provider. Currently, the Township utilizes the New Jersey State Health Benefits Program. Employees will be required to contribute to the cost of said benefit as prescribed by the State of New Jersey's mandated employee health care contribution.

Upon retirement of all full time DPW personnel, the Township shall maintain medical insurance coverage in accordance with the resolution adopted by the Chester Township Council on October 7, 2014 acknowledging the provisions of Chapter 48, Public Laws of 1999.

The Township shall provide dental insurance to actively employed, full time employees through the Township's approved dental benefit carrier.

#### ARTICLE XXV - ACCESS TO PERSONNEL FOLDER AND EVALUATIONS

An employee shall within five (5) working days of written request to the Administrator and Superintendent have an opportunity to review his/her personnel folder and obtain if requested, a copy of any criticism, commendation or any evaluation of his/her performance or conduct prepared by the Employer during the term of his/her employment. An employee shall be allowed to respond within five (5) days to anything therein and said response shall be placed in the employee's file. The personnel files maintained in the Administrator's office shall be designated the official personnel files of record.

#### ARTICLE XXVI - WORK UNIFORMS

The Township will provide uniforms and two (2) pairs of boots per year to all employees. The total cost of the boot allowance shall not exceed \$240.00 per year. If an employee spends less than the \$240.00 in any given year, the balance remaining may be applied to the purchase of Bib Overalls only. The Township will provide a list of other approved items that can be worn in addition to the uniform. Employees will wear a fresh clean uniform in accordance with Township requirements each day. If the Township changes the requirements, such change will be made at the Township's sole discretion with a thirty (30) day window of compliance. Any employee found not wearing the Township provided and approved uniform will be subject to disciplinary procedures. A listing of Township provided and approved uniform items are included as SCEHDULE "C".



ARTICLE XXVII - DISCIPLINE AND DISCHARGE

A. The parties agree that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee covered by this Agreement for just cause. The Employer agrees that it will furnish the Employee with a hearing, if requested, within seven (7) working days of any discharge or suspension.

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

C. In cases of alleged offenses over time and attendance only, an employee covered hereunder shall be subject to the following progressive disciplinary action:

1st Offense	Verbal
2nd Offense	Written
3rd Offense	1 Day Suspension without pay
4th Offense	3 Day Suspension without pay
5th Offense	Termination;

Offenses shall not be categorized separately but will be based on a rolling 12 month time period from date of verbal warning.

ARTICLE XXVIII - TERM OF CONTRACT

This Agreement shall be of three years duration and shall be effective as of the 11th Day of May, 2015, and shall remain in full force and effect until midnight on December 31, 2017.

ARTICLE XXIX - SEPARABILITY AND SAVINGS

If any provision of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

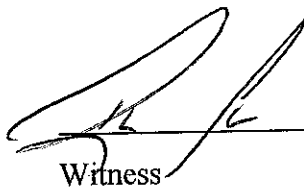
ARTICLE XXX – AMENDMENT; ENTIRE AGREEMENT

This Agreement contains the entire agreement by the parties hereto with respect to the transactions contemplated hereby. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth in this Agreement or in any documents described herein. This Agreement shall not be modified or amended except in writing signed by or on behalf of the parties.

05-11-2015

IN WITNESS WHEREOF, we have hereunder set our hands and seals the date and year first above written.

TOWNSHIP OF CHESTER

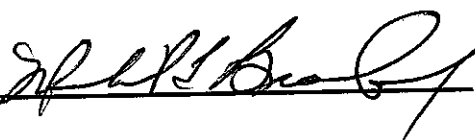
  
\_\_\_\_\_  
Witness


By:   
\_\_\_\_\_

By: \_\_\_\_\_

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL UNION NO. 469

\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_

By:   
\_\_\_\_\_

SCHEDULE A  
HOURLY RATES OF PAY

<u>Position</u>	<u>Hourly Wage</u>	<u>Salary Range</u>
Laborer/Operator:		
Without CDL	\$16.83 - \$24.04	\$35,000.00 - \$50,000.00
With CDL	\$18.75 - \$37.84	\$39,000.00 - \$79,000.00
Mechanic:		
Without CDL	\$16.83 - \$24.04	\$35,000.00 - \$50,000.00
With CDL	\$18.75 - \$37.84	\$39,000.00 - \$79,000.00

<u>Name</u>	<u>2014 Hourly Wage</u>	<u>2014 Salary</u>
Savadge	\$34.41	\$71,849
Cole	\$34.41	\$71,849
Campbell	\$31.28	\$65,309
Vreeland	\$31.28	\$65,309
Vitale	\$29.61	\$61,833
Heuneman	\$30.78	\$64,266
Dodd	\$25.37	\$52,969
Stivale	\$29.90	\$62,432
Burd	\$19.64	\$41,006
Welch	\$19.00	\$39,672

There shall be a general wage increase for all employees covered by this agreement as follows:

2015	1.50%
2016	1.50%
2017	1.50%

Cell phone reimbursement – The Township hereby agrees to pay Employees a stipend equal to one-half (1/2) of the total cost of the insurance on the individual employee's phone. The employee will provide documentation indicating the cost of the insurance on the phone. The stipend will be removed once the radio system is proved adequate for the needs of the Township. Employees who chose not to use their personal cell phones or employees who opt not to have insurance on their phones shall forfeit the right to this stipend and must provide the Superintendent with two (2) points of contact for overtime purposes.

SCHEDULE B  
EMPLOYEE CLASSIFICATION JOB DESCRIPTIONS

A. The Township reserves the right to add new job descriptions based upon the needs of the Township.

B. The Township shall inform the Union of any new job description, within the bargaining unit, thirty days prior to its implementation with the appropriate salary attachment.

SCHEDULE C  
UNIFORMS

The Township shall provide the following for each employee:

11 Long sleeve shirts

11 Pairs of pants

2 Winter coats

1 Safety Vest

Summer and Winter gloves

Eye protection

Ear protection

Hard Hat

In addition, the Township shall provide each bargaining unit employee with 2 pairs of boots annually, purchased through a Cooperative Pricing Agreement of its choosing. The total cost of the boot allowance shall not exceed \$240.00 per year. If an employee spends less than the \$240.00 in any given year, the balance remaining may be applied to the purchase of Bib Overalls only