

# RESOLUTION OF THE TOWNSHIP OF WASHINGTON

*Morris County, New Jersey*

No. R-193-21

Date of Adoption: December 20, 2021

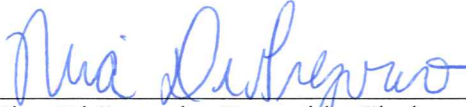
**Title or Subject:** AUTHORIZE EXECUTION OF CONTRACT – WASHINGTON TOWNSHIP FOREMAN’S ASSOCIATION

**WHEREAS**, the Washington Township Committee and the Foreman’s Association have agreed on a Collective Bargaining Agreement for the period from January 1, 2022 to December 31, 2026.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Washington that the Mayor and the Clerk are authorized to execute a contract with the Washington Township Foreman’s Association for the period from January 1, 2022 to December 31, 2026, subject to Attorney review and approval prior to execution.

ATTEST:

TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF WASHINGTON

  
\_\_\_\_\_  
Nina DiGregorio, Township Clerk

  
\_\_\_\_\_  
Matthew T. Murello, Mayor

*I, Nina DiGregorio, Township Clerk, do hereby certify that the foregoing resolution was adopted at a meeting of the Township Committee held on December 20, 2021.*

\_\_\_\_\_  
Nina DiGregorio, Township Clerk

\_\_\_\_\_  
Date

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE WASHINGTON TOWNSHIP FOREMAN'S ASSOCIATION**  
**AND**  
**WASHINGTON TOWNSHIP, MORRIS COUNTY, NEW JERSEY**  
**JANUARY 1, 2021 – DECEMBER 31, 2024**

ARTICLE 1

PREAMBLE

This AGREEMENT made this            day of December of 2021, by and between the Township of Washington, in the County of Morris, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township", and Washington Township Foreman's Association, hereinafter referred to as the "Association", representing the complete and final understanding on all bargainable issues between the Township and the Association for the years 2021, 2022, 2023, and 2024.

ARTICLE 2.

RECOGNITION

A. The Township hereby recognizes Washington Township Foreman's Association as the sole and exclusive bargaining agent for all full time foremen employed by the Township in the DPW, but excluding all professional employees, craft employees, managerial executives, confidential employees, police employees, supervisory employees within the meaning of the act, guards, clerical personnel, and all other employees employed by the Township. This Agreement shall govern all wages, hours, and other terms and conditions of employment regarding said employees.

B. An "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.



ARTICLE 3.

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of the employee having a grievance to discuss the matter informally with any appropriate member of the department.

C. The Shop Steward or his designated alternate shall not be penalized by the Township and time off without pay to assist in the prosecution of the grievance shall be granted.

D. Any grievance or dispute which may arise between the parties concerning a provision in this Agreement, including the application, meaning or interpretation of this Agreement, or any grievance or dispute which may arise out of or between the Public Employee and a superior from or concerning any matter which relates to or affects the Public Employee in his capacity as an employee shall be settled in the following manner:

STEP 1:

The Public Employee having a grievance shall give notice of the grievance to the Superintendent of Public Works within ten (10) calendar days of the date on which the grievance was deemed to have occurred. Notice of the grievance shall be in writing and submitted in duplicate.

STEP 2:

In the event that the grievance is not settled or resolved within ten (10) calendar days from the date written notice was given, the Superintendent of Public Works shall forward a copy of the grievance to the Township Administrator, together with the action taken by the Superintendent. From the date of receipt by the Administration Office of the grievance and action taken from the Superintendent of Public Works the Township Administrator, along with the Road Commissioner, and the Business Agent of Record shall have ten (10) calendar days to review and make a determination regarding the grievance.

STEP 3:

In the event that the grievance is not settled or resolved within ten (10) days from the date of receipt by the Administration Office it shall be incumbent upon the Township Administrator to arrange a meeting within thirty (30) calendar days at which the Public Employee and his representative and/or attorney of his choosing serving notice of the grievance shall be given an opportunity to be heard by the Township Committee. The Township Committee reserves the right to an extension of thirty (30) calendar days in which to resolve the grievance after adequate and proper notice be given to the Public Employee and his representative and/or attorney concerning same.

STEP 4:

If the grievance is not settled through Steps 1, 2, and 3 either the Township Committee or the Foreman's Association shall have the right to submit the dispute to

arbitration within twenty (20) calendar days of the decision of the Township Committee to the New Jersey Public Employment Relations Commission. The arbitrator selected, according to the rules and regulations of the Commission, shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

a. The parties may direct the arbitrator to decide as a preliminary question whether or not he has the jurisdiction to hear and decide the matter in dispute.

b. The arbitrator shall be bound by the provision of this Agreement, the Constitution of the United States and the State of New Jersey and laws of the State of New Jersey and be restricted to this application of the facts presented to him involved in the grievance. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement.

c. The costs of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Township and The Association.

d. All employees involved in mutually scheduled grievance proceedings as a grievant, Association representative and/or witness which occur during working hours shall be compensated for those hours while attending the grievance.

e. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been abandoned. If any grievance is not pursued by the grievant to the next succeeding step in the grievance procedure within the time limits prescribed thereunder,

the disposition of the grievance at the preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed at any step in the grievance procedure, the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits at any step in the grievance procedure.

f. A grievance or dispute shall be deemed settled and resolved, if, during any step in the grievance procedure, the grievant entertaining the grievance gives written notice that the matter has been settled to his satisfaction. Said written notice may be by notation upon the original notice of grievance or by separate notation. In either event, same must be signed by the party bringing the grievance or dispute.

ARTICLE 4.

SALARIES

	2021	2022	2023	2024
General Road Foreman	91,076	92,898	94,756	96,651
Senior Road Foreman	89,421	91,209	93,033	94,894
Road Foreman	88,260	90,025	91,825	93,662

Wage increases are retroactive to their effective date.



ARTICLE 5.

OVERTIME

A. The Township agrees to pay overtime at the rate of one and one half (1-1/2) times an employee's regular rate of pay for each hour in excess of forty (40) hours in any given work week or in excess of eight (8) hours in any working day.

B. The Township agrees to pay a minimum of two (2) hours at the time and one half (1.5) rate for each unscheduled or unexpected callout which requires an employee to report to work on an emergency basis during other than regularly scheduled work hours/days.

Any emergency call out that involves an employee to work with a chain saw will be staffed with two people.

When an employee or group of employees is instructed to report to work for their next regular shift 1/2 to 1.5 hours prior to the regularly scheduled starting time for that shift, the employee will not be entitled to the minimum two hours at time and one half.

C. When any employee is required by management to work for any continuous 20 hour period due to emergency conditions, that employee shall be required and entitled to a minimum eight hours rest and recuperation period immediately following the period worked. An extension of two (2) unpaid hours will be granted if requested by the employee in advance. This employee shall also be paid for up to eight hours at his/her regular hourly rate (straight time) when any portion of all of the eight hour recuperation period falls within the regularly scheduled

department work day. The employee shall receive this additional compensation for only the number of actual hours which he/she is absent for the regularly scheduled work day, i.e. 7:00 a.m. to 3:30 p.m.

When an employee is required, at management's discretion, to work a combined total of 16 hours out of any 24 regular work week period (Sunday through Friday beginning and ending at 7:00 a.m.), due to emergency conditions, that employee shall be entitled to a minimum eight (8) hours rest and recuperation period only after the completion of a minimum twelve (12) hour continuous work shift which shall consist of the emergency call to duty. This employee will then be paid for that portion of the regularly scheduled work day which he/she may be absent from due to this recuperation period at the employee's regular hourly rate (straight time). This minimum 12-hour shift shall apply when there is a break in the hours worked during the specified 24-hour period.

D. The employee may opt to relieve himself of duty for safety reasons at the sixteenth (16th) hour and forfeit his/her eight (8) hour paid time off still allowing for maximum of ten (10) hour recuperation time with no pay.

E. The opportunity to earn overtime pay shall be rotated with the intention to achieve equalization of overtime pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

F. Compensatory Time may be accumulated up to fifty (50) hours per year. Compensatory time can only be used in not more than eight (8) hour increments with a supervisor's pre-approval. Compensatory time will be allowed to accumulate in half (1/2) hour

increments. If compensatory time is not used by December 31 of each year, it will be paid out to the employee.



ARTICLE 6.

HOLIDAYS

A. Full time employees shall receive twelve (12) paid holidays per year. The following ten (10) holidays will be recognized:

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

The Association shall decide, by consensus of its members, which two (2) additional days shall be taken each year. Notice of these dates must be submitted to the Superintendent of Public Works, or his designee, and the Finance Officer no later than March 15<sup>th</sup> for the first optional holiday and June 15<sup>th</sup> for the second optional holiday.

B. If a holiday falls on a Sunday, the Monday after shall be considered and recognized as the holiday for purposes of this Agreement. If a holiday falls on a Saturday, the preceding Friday shall be considered and recognized as the holiday for the purpose of this Agreement.

C. An employee must work the work day before and the work day after any holiday in order to receive holiday pay, as set forth in subsection D, unless he has received prior approval from the Superintendent, or his designee, to miss either one or both of the days before and after the holiday, or is sick and produces a medical certificate for the absence(s) within five (5) days of returning to work.

D. Compensation for work performed on any of the paid holidays, except as set forth below shall be paid at the rate equal to the holiday plus one and one-half (1-1/2) times the regular hourly rate of the employee, for all hours worked between 12:00 midnight and 11:59 p.m. on the date of the holiday.

E. Compensation for work performed on Thanksgiving Day, Christmas Day and New Year's Day shall be paid at the rate equal to the holiday plus two (2) times the regular hourly rate.

ARTICLE 7.

SICK LEAVE

A. Sick leave shall be computed on a calendar year basis from January 1 through December 31.

B. Each employee shall receive 2 1/2 days per quarter worked during the first calendar year of employment. For succeeding years, the employee shall be eligible for sick leave based on ten (10) days per year. Unused sick leave will not accumulate from year to year. Those employees that have accumulated sick days prior to January 1, 2002 will retain those days for future use.

C. All employees shall have the option of banking any unused sick time up to thirty (30) days on an hour for hour basis. This banked sick time can be used only for extended sick leave. There will be no payout for unused banked sick leave.

D. Any accumulate sick leave left over from the previous contract agreements will be kept separate from the banked sick time noted in Section C. above and must be used prior to utilizing any other sick leave allowances.

E. In addition to the annual ten (10) days sick leave, any full time employee hired prior to January 1, 2012 who incurs a single major illness or hospitalization and recuperation which extends more than thirty (30) days, will be granted paid sick leave from the thirty-first (31<sup>st</sup>) calendar day to the one hundred and eighty-second (182<sup>nd</sup>) calendar day. In order to get to the thirty-first (31<sup>st</sup>) calendar day, annual sick time, \*accumulated sick time (accrued prior to 2002) and banked sick time must be used first followed by other benefit time (compensatory time, personal time, vacation time). Not having enough time to bridge the 30 day gap is not grounds for any disciplinary action by the Township and extended sick leave will still commence on the 31<sup>st</sup> day. Proof of the eligibility for extended benefits will be required in the form of a Doctor's certification. In addition, the Township reserves the right to send the employee to a Township-selected doctor (expenses paid by the Township).

1. Employees hired after January 1, 2012 will have to complete three (3) years before utilizing any extended sick leave.
2. Transfer of time. An employee may donate any of their benefit time to another employee including those who have not reached the three (3) year qualifier to be used exclusively for extended sick leave.

F. If, during the term of this Agreement, any other Township bargaining unit commences negotiations regarding opting into the State Disability Program in place of the current Township Extended Sick Leave Policy, the Union agrees to reopen negotiations limited to that issue. The parties shall commence negotiations not later than ten (10) days from the

Union's receipt of the Township's written notice of intent to reopen negotiations under this Section or at a mutually agreed upon date.

All information pertinent to opting into the State Disability Program shall be forwarded to and exchanged between the respective parties, and a mandatory meeting for sharing pertinent information shall be held between the parties, prior to the reopening of the collective bargaining agreement for any potential changes regarding the extended sick leave (i.e. disability) policy.

Opting into the State Disability Program in place of the current Township Extended Sick Leave Policy will require approval of each collective bargaining unit and be done in accordance with N.J.S.A. 43:21-35.

ARTICLE 8.

VACATIONS

A. The vacation leave shall be computed on the calendar year basis from January 1 through December 31. Full time employees shall receive the following vacation time:

In the first calendar year of service, after completing two months of service, the employee shall be entitled to one vacation day for each full month worked up to a maximum of ten vacation days per year.

For the second year through the fifth year of service - ten paid vacation days per year.

At the start of the calendar year in which the employee completes his sixth full year of service, the employee becomes eligible for fifteen days of vacation. Example: Employee hired September 1981 becomes eligible for fifteen days paid vacation starting January 1, 1987.

At the start of the calendar year in which the employee completes his eleventh full year of service, the employee becomes eligible for twenty days of vacation.

At the start of calendar year in which the employee completes his sixteenth full year of service one additional day of vacation per year will be added (up to a total of 25 days.)

B. Except for five days, employees must schedule at least half (1/2) of their vacation time by March 15th and the balance by June 15th of each year. To calculate vacation due by March 15th and June 15th, deduct five (5) vacation days from the employee's total allowance per year, half the balance must be requested by March 15th



and the other half by June 15th. Requests can be for individual days or multiple consecutive days. Example: an employee with three weeks vacation must have 5 (five) days scheduled by March 15th and an additional 5 (five) days by June 15<sup>th</sup>.

C. Between December 15<sup>th</sup> and April 1<sup>st</sup> of the following year vacation may only be approved on a daily basis and are subject to cancellation if winter storm conditions are prevalent on the requested date.

D. There will be no mandatory shut down week.

E. Employees may carry over up to five (5) earned vacation days from the previous year provided that this earned vacation is used by June 30<sup>th</sup> and is not part of the vacation time due by March 15<sup>th</sup> or June 15<sup>th</sup>. If carry-over vacation is not used by this date, earned vacation days shall lapse.

F. Approvals will be made on a first come – first served basis, except when requests are made on the same day for the same day off, the most senior employee shall receive the day requested off.

G. No more than two (2) employees from the motor pool, no more than two (2) employees from buildings and grounds, and no more than six (6) employees from streets & roads shall be approved to use vacation time on the same day. This excludes part time help and non-contracted personnel.

H. For vacations of one (1) day or less, employees must give twenty-four (24) hour prior notice. For more than (1) one day of vacation employee must give forty eight (48) hours notice.

I. Employee has the right to cancel and reschedule vacation time. For canceling vacations of one (1) day or less employees must give twenty four (24) hours notice. For canceling more than one (1) days vacation employees must give forty eight (48) hours notice.

J. Request for compensatory time in lieu of overtime must be requested the same day time is accrued. Compensatory time cannot exceed 50 (fifty) hours per year. Employees may schedule more than one (1) consecutive day off.



ARTICLE 9.

LONGEVITY

Longevity shall be computed from the appointment date of full time employment and shall be reported as pensionable earnings and paid annually as follows:

7-11 years	\$1,400.00
12+ years	\$2,100.00

ARTICLE 10.

JOB POSTING/PROBATIONARY PROMOTION

The Township agrees to post job openings at the Public Works garage to permit eligible members of the Public Works Department to apply for an opening.

A. For the purpose of this article, a job opening is defined as being: [1] a new position covered under the Public Works contract; or [2] an opening which occurs due to a change in the existing staff covered under the Public Works contract.

Upon written application to the Superintendent of the Department of Public Works, stating the employee's interest in and qualifications for the job opening, qualified employees shall be interviewed for the job opening. In the case of a tie between two qualified employees, seniority will prevail. If an employee so applies for a job opening and does not receive the position, the Superintendent of Public Works will give the employee, in writing, the reasons why he/she did not receive the position. Each employee shall have the right to grieve this procedure to the Township Committee level in accordance with the grievance procedure.

B. In the case of internal promotions, any employee selected to fill such a job opening shall be granted a training period of sixty (60) calendar days. If the Township determines at the end of the training period that the employee is unqualified to perform the duties of the position, the Township shall place the employee in his former position or in a position equivalent thereto

at the rate of pay for the position to which he is reassigned. The promoted employee shall receive the rate of pay for the job in question at the time such training period commences.

ARTICLE 11.

WORKING HOURS

- A. The work week and salary for the Washington Township Road Department shall be computed on a forty (40) hour week. Employees shall work up to eight (8) hour days. The working hours shall be scheduled between 7:00 am and 3:30 pm.
- B. Absence/Time-Used balances will be provided monthly

ARTICLE 12.

PERSONAL AND BEREAVEMENT LEAVE

A. Each full time employee of the Road Department shall receive five (5) personal leave days per year with pay. Employees will be paid for sixty (60) percent of their unused personal leave days each year. Payment will be made during the first pay period of the following year. Between December 15th and April 1st use of personal time on more than (1) one consecutive day will require: a) employee must give forty eight (48) hours notice and b) that no more than two (2) employees from the motor pool, no more than two (2) employees from buildings and grounds, and no more than six (6) employees from streets & roads shall be approved to use personal and/or vacation time on the same day. Approvals will be made on a first come – first served basis, except when requests are made on the same day for the same day off the most senior employee shall receive the day requested off, and are subject to cancellation if winter storm conditions are prevalent on the requested date.

B. Each full time employee of the Road Department shall be granted leave with pay, not exceeding three (3) days, in the event of death in his immediate family. The term "immediate family" for the purpose of this contract shall include:

1. The employee's grandparent, spouse, child, parents, brother or sister or step-parent.
2. The grandparent, child, parent, brother or sister or step-parent of his/her spouse.
3. A relative living under the same roof.

ARTICLE 13.

HEALTH BENEFITS

A. The Township will provide full coverage to those employees enrolled in the New Jersey State Health Benefits Plan. Health Benefits will commence the first day following the completion of two full months. Example: an employee hired January 15<sup>th</sup> will receive Health Benefits on March 16<sup>th</sup>. The only time an employee may switch coverage options is during the yearly open enrollment time period designated by the Township. The Township will notify the employees of the open enrollment period. However, the Township may, at its option, change the carrier providing health benefits to the bargaining unit if (1) the Township meets and confers with Local 469 to discuss the proposed changes at least 90 days prior to execution of a new insurance contract and (2) the coverage afforded by any such new health insurance carrier provides substantially similar benefits to the New Jersey State Health Benefits Plan and a procedure for claims processing that is no more onerous than said plan.

B. The Township shall provide coverage to the members of The Association under the Teamsters dental plan. The Township shall pay 50% of the dental premium, and the employee shall pay 50%.

C. The Township shall repair eye glasses when eye glasses are damaged or broken in the course of employment for members of The Association, provided a Worker's Compensation claim is submitted for the damage and provided that such damage is not due to the employee's negligence up to a maximum of \$100.00 per year per employee.



- D. The Township shall continue to contribute to the Public Employees Retirement System.
- E. The Township shall continue such insurance coverage for current employees who retire with at least twenty years 20 years of service with Washington Township and at least twenty-five (25) years of service in the New Jersey State Pension System. Coverage ends at the year Medicare coverage commences or 65 years of age, whichever is sooner, husband/wife or single coverage, depending on the employee's marital status.
- F. Employees hired after July 17, 2006 must have 25 years of service with Washington Township and 25 years of service in the N.J. State Pension System to be eligible for health benefits at retirement.
- G. Employees will contribute to their Health Insurance costs as directed by the State of New Jersey Pension and Health Benefits Reform Act. (Chapter 78, P.L. 2011)
- H. The base insurance plan for employees will be NJ Direct 15. If an employee chooses to enroll in a more expensive plan, in addition to the contribution noted in G. above he/she will pay the difference in cost through additional payroll deductions.
- I. All employee contributions will be made through payroll deductions, using pre-tax dollars (under IRS Section 125 Premium Only Plan). If benefits begin part way through a calendar year, the contribution will be pro-rated for that year.
- J. Employees who waive health insurance coverage (opt-out) will not be required to contribute toward the cost of said coverage.

ARTICLE 14.

CLOTHING ALLOWANCE/MEAL ALLOWANCE

A. For the years 2021, 2022, 2023 and 2024, the annual clothing allowance shall be \$700.00 respectively per person for non-mechanics. Clothing allowance cannot be utilized during the probationary period.

B. For the mechanics in 2021, 2022, 2023 and 2024, the Township will subscribe to a rental uniform service for the mechanics uniforms. In addition, the mechanics will receive a total allowance of \$625.00 respectively per person for work boots, raingear and gloves. Mechanics can purchase tools from their clothing allowance.

C. The spring/summer uniform will consist of a Township provided t-shirt and blue work pants or carpenter pants, and the fall/winter uniform will consist of a long or short sleeve blue shirt and blue work pants or carpenter pants and previously described and approved by the DPW Superintendent. The employee may purchase long sleeve T-Shirts (including turtlenecks) in the same color as the Township provided shirts. Navy blue may be substituted as an alternate color. Shirts must have an acceptable Township emblem or be covered by another approved clothing. The Association membership will decide on the specific dates when the uniform will change due to the change in seasons, and will notify management of the dates. Management will provide a list of clothing for the township uniform. Employee's winter uniforms may include black outerwear, which may be worn based on the weather conditions.

D. Employees will wear a fresh clean uniform in accordance with Township requirements each day. If the Township changes the requirements, such changes will be made at the beginning of each year. Within one month from the dates the Association chooses (after the Fall change and after the Spring change) employees may wear their choice of either the summer shirt or the winter shirts.

E. The Township will provide five (5) tee shirts to each employee each year.

F. Effective Sept. 1, 2016, employees shall be required to wear Protective Footwear that meets the requirements of ASTM standard ASTM F-2412-2005 at all times while working. Employees assigned to work in the wash bay area shall wear appropriate footwear. Exceptions to these requirements may be allowed only with the express written approval of the Superintendent or Assistant Superintendent of Public Works, and only to the extent consistent with applicable PEOSHA standards.

G. Each full-time employee of the Washington Township Road Department shall be eligible to receive a meal allowance under the following criteria:

1. If an employee is required to work four (4) hours before commencement of his regular shift, he shall receive a meal allowance of \$4.00. If the employee is required to work four (4) hours after the conclusion of his regular shift, he shall receive a meal allowance of \$5.50.

2. The meal receipts shall be listed individually containing the name of the restaurant and/or diner. The meal receipts shall be in duplicate, one copy to be directed to the person designated by the Township. The current practice of punching in and out for meals shall continue and shall include those meals for which reimbursement is to be made.



ARTICLE 15.

PROBATIONARY EMPLOYEES

A. The first ninety (90) days of employment with the Township for all new employees shall be a probationary period. The Township reserves the right to extend this probationary period for an additional period of time not to exceed sixty (60) days.

B. During the aforementioned probationary period, the Township may discharge such employee. An employee who is discharged during his probationary period shall have no other legal recourse available. The Township shall have no responsibility for the re-employment of a newly engaged probationary employee if they are dismissed during their probationary period.

ARTICLE 16.

GENERAL PROVISIONS

A. No employee shall make or be requested to make any agreement or to enter into any understanding which is inconsistent or conflicting with the terms and conditions of this Agreement. This shall not apply to outside contractors who may be employees as well.

B. The Township shall provide reasonable bulletin board space for the posting of official Association notices. No notice shall be posted which conflicts with the rules and regulations of the Township. The Association agrees that it will not engage in recruitment activities during business hours.

B. The Township will continue the bi-weekly pay schedule for the employees covered under this bargaining unit by this agreement. If the Township changes the pay schedule for all other Township employees to a different pay schedule than that above, the employees covered under this agreement shall receive their pay in the same manner, except monthly, where they shall receive their pay bi-weekly.

C. For each emergency call out the township will pay an amount of \$10.00 for a round-trip from the employee's home, and the employee will be considered "on duty" for the purpose of Workmen's Compensation Insurance.

D. For scheduled and unscheduled call outs for snow/ice/severe weather emergencies the Township will pay an amount of \$10.00 for a round-trip from the employee's home, and the employee will be considered "on duty" for the purpose of Workmen's Compensation

Insurance; For any other unscheduled emergency call-outs, the Township will pay an amount of \$10.00 for a round trip from the employee's home, and the employee will be considered "on duty" for the purpose of Workmen's Compensation Insurance.

ARTICLE 17.

LAYOFF AND RECALL

A. In the event of layoff, the required reductions shall be made in such job classification or classifications as directed by the Township, taking into account all qualifications necessary for the efficient operation of the Department. The following procedure will apply:

1. Notice of layoff will be given at least forty-five (45) days before the scheduled layoff.
2. Where employees are laid off and an opening occurs for reemployment within fifteen (15) months, employees shall be recalled within job classification in order of seniority, provided such senior employee is qualified to hold the position. Seniority shall be defined as length of continuous service as a permanent full time employee within a job title for employees covered under this Agreement.
3. 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 shall be considered to have resigned.

ARTICLE 18

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of the Agreement to any employee is held to be contrary to the law, then such provision or application of such shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

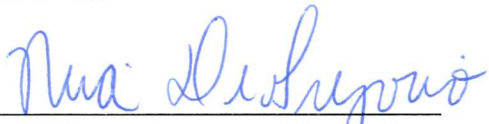
ARTICLE 19

DURATION

This AGREEMENT shall be in full force and effect from January 1, 2021, through December 31, 2024, without a reopening date. This Agreement shall continue in full force and effect until a new agreement is reached.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Washington, New Jersey on this 20 day of December, 2021.

WITNESS:



\_\_\_\_\_  
Nina DiGregorio, Township Clerk

TOWNSHIP OF WASHINGTON  
COUNTY OF MORRIS



\_\_\_\_\_  
Matthew T. Murello, Mayor

WITNESS:

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WASHINGTON TOWNSHIP FOREMAN'S  
ASSOCIATION

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