

## Memorandum of Understanding

TOWNSHIP OF MIDDLE AND TEAMSTERS LOCAL UNION NO. 676

Teamsters Local Union No. 676 (hereafter the "Local 676"), the majority representative for all blue collar employees, and the Township of Middle (hereinafter the "Township") negotiated contractual terms to achieve a successor collective bargaining agreement. By execution of this document, the parties' represent that they will present and recommend the enclosed terms and conditions to their respective governing bodies for approval and ratification. Unless otherwise set forth herein, the parties assert that all other terms and provisions in the expired collective negotiations agreement (hereinafter referred to as "the contract"), except known and accepted practices shall remain in full force and effect. The terms are as follows:

1. **GENERAL**  
All applicable Articles will be changed to reflect the agreed upon contract term.
2. **ARTICLE 11, SECTION 4, HOURS OF WORK**  
[AMEND LANGUAGE TO READ]  
Employees working on a holiday shall be paid one and one half (1 ½) times the employee's regular base hourly rate of pay in addition to their regular day's pay.
3. **ARTICLE 11, SECTION 6(A), HOURS OF WORK**  
[REMOVED SECTION 6(A) IN ITS ENTIRETY AND RENUMBER REMAINING PARAGRAPH]
4. **ARTICLE 12, SECTION 1, WAGES**  
[AMEND SECTION 1 TO READ]  
Effective January 1, 2016, there shall be an increase of thirty cents (\$.30) per hour. Effective January 1, 2017, there shall be an increase of twenty-five cents (\$.25) per hour. Effective January 1, 2018, there shall be an increase of twenty-five cents (\$.25) per hour.
5. **ARTICLE 12, SECTION 2, WAGES**  
[AMEND SECTION 2 TO READ]  
The starting salary for new employees, with less than one (1) year of employment with the Township, shall be twenty thousand, one hundred and twenty dollars (\$20,120) per year. Anyone with over one (1) year shall receive twenty-two thousand dollars (\$22,000) per year.
6. **ARTICLE 12, SECTION 5, WAGES**  
[ADD NEW SECTION ENTITLED CDL A WORK]  
An employee holding a CDL A license who drives a Township vehicle that required a CDL A license shall receive two dollars (\$ 2) per hour for any and all time he/she outside of Cape May County. Employees must be assigned by the

Department supervisor to drive the vehicle. The employee may choose not to accept the assignment. Assignments shall not be made by seniority.

7. **ARTICLE 13, SECTION D(2-3), UNIFORMS/TOOL ALLOWANCE**

[AMEND SECTION D(2-3) TO READ]

2. The TOWNSHIP shall provide each mechanic with a seven hundred fifty dollar (\$750.00) per annum tool allowance. Receipts must be furnished.

3. The TOWNSHIP shall provide each employee of the water and sewer department with a seven hundred fifty dollars (\$500.00) per annum tool allowance. Receipts must be furnished.

8. **ARTICLE 13, SECTION E AND SECTION G(2), UNIFORMS/BOOT ALLOWANCE/PAYMENTS**

[REMOVE BOOT ALLOWANCE SECTION E IN ITS ENTIRETY, AND AMEND SECTION G(2) AS FOLLOWS. RENUMBERING/LETTERING PARAGRAPHS ARE NECESSARY]

G.(2) For 2016 through 2018 employees may choose not to receive uniforms provided by the Township shall receive \$200 for ASTM F2413-11 or most current ASTM standard boots. Those employees not receiving uniforms and uniform laundering services provided at the expense of the Township shall receive an allowance of \$525 for uniforms and boots. Employees must wear ASTM F2413-11 or most current ASTM standard boots. Failure to wear ASTM F2413-11 or most current ASTM standard boots may result in discipline.

9. **ARTICLE 26, SECTION 1, PARAGRAPH A, SENIORITY**

[AMEND SECTION 1, PARAGRAPH A TO READ]

Seniority is defined to mean an accumulated length of continuous service with their Department, computed from the last date of hire.

10. **ARTICLE 32, FIRST PARAGRAPH, DURATION OF AGREEMENT**

[AMEND FIRST PARAGRAPH TO READ]

This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect to and including December 31, 2018, without any reopening date except as provided in Article 12.

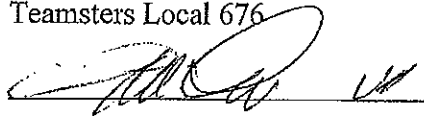
By signing below, I certify that the above terms were negotiated and agreed to by both the Township and Local 676 on April 29, 2016. I also certify that I will recommend for ratification the terms.

Township of Middle

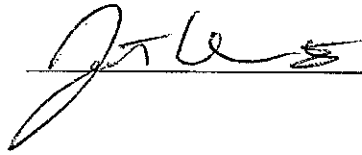
Constance A Mahon  
Constance Mahon, Administrator

Date: 5/6/16, 2016

Teamsters Local 676

  
\_\_\_\_\_

Date: 5/6, 2016

  
\_\_\_\_\_

Date: 5-160, 2016

AGREEMENT

By and between

THE TOWNSHIP OF MIDDLE – BLUE COLLAR

A Municipal Corporation of New Jersey  
33 Mechanic Street  
Cape May Court House, New Jersey 08210

And

TEAMSTERS LOCAL UNION NO. 676

Affiliated with the International Brotherhood of Teamsters

Effective Dates:

January 1, 2016

Up to and including

December 31, 2018

## PREAMBLE

THIS AGREEMENT, entered into this 16 day of May 2016, by and between THE TOWNSHIP OF MIDDLE, in the County of Cape May, New Jersey, (hereinafter referred to as the "Township") and TEAMSTERS LOCAL UNION NO. 676, affiliated with the international Brotherhood of Teamsters (hereinafter referred to as the "Union") represents the complete and final understanding on all bargainable issues between the Township and the Union.

### ARTICLE I: RECOGNITION

The TOWNSHIP recognizes the UNION as the exclusive representative of those certain employees in the Middle Township Department of Public Works for the purpose of Collective Negotiations concerning salaries, wages, and other terms and conditions of employment. For purposes of this Agreement, the employees covered hereunder shall all be specified in a Public Certification of Representative, Docket Number RO-90-61, issued by the Public Employment Relations Commission of the State of New Jersey on December 26, 1989.

### ARTICLE 2: MANAGEMENT RIGHTS

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

- 1 To the executive management and administrative control of the TOWNSHIP government and its properties and facilities, and to determine the methods of operation to be offered by its employees, and to direct the on the job activities of its employees.
2. To determine the standards of selection of employment and to hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law;
4. To relieve employees from duty because of lack of work, lack of funding, or cause consistent with State Statute or regulation;
5. To maintain the efficiency of its operations;
6. To determine the amount of overtime to be worked;
7. To determine the methods, means and personnel by which its operations are to be conducted;
8. To determine the content of work assignments subject to the terms and conditions of this Agreement; and
9. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith, shall be limited only by the specific and express terms hereof in conformance with the Constitution and Laws of New Jersey and of the United States.

### ARTICLE 3: UNION RIGHTS

A. Accredited representatives of the UNION may enter the TOWNSHIP facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the UNION decides to have its representative enter the TOWNSHIP facilities or premises, it will request such permission from the appropriate TOWNSHIP representative, and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of business of TOWNSHIP government or normal duties of employees. There shall be no UNION business transacted nor meetings held on TOWNSHIP time.

B. The UNION shall have the right to designate a Shop Steward and one (1) Alternate for the TOWNSHIP seniority list.

C. The TOWNSHIP and the UNION acknowledge and agree that from time to time the Shop Steward or his/her Alternate may be required to perform essential UNION duties. Accordingly, the TOWNSHIP agrees to give time off the job, with pay, for the Shop Steward or his/her Alternate to perform essential UNION duties. Except when the Shop Steward is involved in his/her official capacity in disciplinary proceedings which reasonably require his/her presence, such time shall not exceed thirty (30) minutes during anyone (1) day. The UNION agrees to take all steps necessary to insure that this time is within reasonable limits. When such requirements exist, the employee shall notify his/her Department Head or his/her Supervisor of the duty which must be performed, the location of its performance and the estimated time required.

#### **ARTICLE 4: GRIEVANCE PROCEDURE**

##### Section 1

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.

##### Section 2

Nothing herein shall be considered as limiting the right of any employee having a Grievance to discuss the matter informally with any appropriate member of the Department.

##### Section 3

The term "grievance" as used herein means an appeal by an individual employee or a group of employees, from the interpretation, application or alleged violations of policies, agreements and administrative decisions affecting them and the terms of this Agreement. No grievance may proceed beyond Step One, herein, unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms of employment controlled by statute or administrative regulation or policy, incorporated by reference in this Agreement, shall not be processed beyond Step One herein.

##### Section 4

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived, in writing, by mutual consent:

##### A. Step One

The aggrieved or the UNION shall institute action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle differences between the aggrieved employee and the immediate supervisor for the

purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

#### B. Step Two

If no Agreement can be reached orally within five (5) working days of the initial discussion with the immediate supervisor, the employee of the UNION may present the grievance, in writing, within five (5) working days thereafter. The Superintendent of Public Works shall respond, in writing, within five (5) working days of the submission. Failure of the Superintendent of Public Works to respond within the five (5) day period shall be deemed a denial of the grievance.

#### C. Step Three

If the UNION wishes to appeal the decision of the Superintendent of Public Works, such appeal shall be presented, in writing, to the Township Administrator within five (5) working days thereafter. The Township Administrator shall respond, in writing, within ten (10) working days of the submission. Failure of the Township Administrator to respond within the ten (10) day period shall be deemed a denial of the grievance.

#### D. Step Four

If the grievance is not settled in Steps One, Two and 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.

1. The costs and services of the arbitrator shall be borne by the party against whom the arbitrator's ruling is rendered.
2. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.
3. 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 modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
4. The decision of the arbitrator shall be binding upon both parties if the grievance concerns an alleged violation of the terms and conditions of this Agreement. The decision of the arbitrator shall be nonbinding if the grievance concerns interpretation, application or alleged violation of policies, agreements and administrative decisions, it being the express intention of the parties that only matters covered by the terms and conditions of this Agreement shall be subject to binding arbitration.

#### Section 5

No grievance shall be actionable under the terms of this Article if the employee has a remedy under the Rules and Regulations of the New Jersey Department of Personnel.

### ARTICLE 5: DISCIPLINE

- A. The UNION may participate at each level of discipline. Nothing contained herein shall prevent the employee from attempting to resolve any dispute informally with the Supervisor.
- B. Minor disciplinary actions defined in Department of Personnel Regulations shall be subject to the grievance procedure to a maximum of Step Three. No minor disciplinary action shall be subjected to binding arbitration.

C. The TOWNSHIP agrees to the reasonable utilization of progressive discipline pursuant to the Civil Service rules and regulations.

D. The parties agree that causes for dismissal without first discussing the matter with the Business Agent shall be the following:

1. Calling or participating in any unauthorized strike, work stoppage or walkout.
2. Being under the influence of alcohol during working hours.
3. Proven theft or dishonesty.
4. Unprovoked assault on his/her Employer or his/her Employer's Representative during working hours.
5. Illegal use or possession of dangerous controlled substances during working hours.
6. Any other reasons as set forth in the Civil Service Rules and Regulations. In each instance, the Employer shall promptly notify the UNION of the action taken, in writing.

#### **ARTICLE 6: DUES DEDUCTION**

A. The TOWNSHIP agrees to deduct from the salaries of its employees subject to this Agreement dues for the UNION. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15. 9e, as amended.

B. A check-off shall commence for each employee who signs an authorization card supplied by the UNION and verified by the Township Treasurer during the month following the filing of such card with the TOWNSHIP.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the UNION shall furnish the TOWNSHIP with written notice thirty (30) days prior to the effective date of such change and shall furnish the TOWNSHIP either new authorizations for each employee, or an official notification on the letterhead of the UNION and signed by the President or Secretary/Treasurer of the UNION advising of such change in the deduction. The UNION will provide the necessary "check-off authorization" forms, and the UNION will secure the signatures of its members on the forms and deliver the signed forms to the Treasurer.

D. The UNION agrees to indemnify and hold the TOWNSHIP harmless from any and all liability arising out of the submission to the TOWNSHIP of an improper check-off authorization form.

E. Agency Shop: It is understood and agreed that upon the signing of this Agreement, 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.100.c.34:13A 1, et seq.) shall take effect. Those employees of the TOWNSHIP that are in the bargaining unit on the effective date of this Agreement who do not join the UNION within thirty (30) days thereafter, any new employee who does not join with thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a representation fee to the UNION by automatic payroll deduction.

This representation fee shall be in the amount equal to eighty-five percent (85%) of the regular 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's 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 TOWNSHIP. The UNION shall hold the Employer harmless against liability that may arise out of, or by reason of any action taken or not taken by the Employer pursuant to this provision. The UNION shall intervene in and defend any administrative or court litigation concerning this provision.

**ARTICLE 7: BULLETIN BOARD**

The UNION shall have the use of a three foot (3') by five foot (5') bulletin board located in the TOWNSHIP garage for the posting of notices relating to the meetings and official business of the UNION.

**ARTICLE 8: NON-DISCRIMINATION**

The Township is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act and the New Jersey Law Against Discrimination. Under no circumstances will the Township of Middle discriminate on the basis of union membership, sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States Armed Forces, and/or any other characteristics protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, the Personnel Officer, or the Township Administrator.

**ARTICLE 9: POSTING OF VACANCIES**

All job openings or vacancies shall be posted by the TOWNSHIP on the employees' bulletin board for a period of fourteen (14) consecutive days. Any employee wishing to apply for an opening or vacant position shall do so in writing at the office of the Department of Personnel. All job openings and vacancies shall be filled according to the Department of Personnel Rules and Regulations. All work performed in any classification shall be performed in accordance with the Department of Personnel Rules and Regulations.

**ARTICLE 10: NO STRIKE PLEDGE**

A. The UNION covenants and agrees that during the term of this Agreement, neither the UNION nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or absence in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment, work stoppage, slow down, walkout or other job action against the TOWNSHIP. The UNION agrees that such action would constitute a material breach of this Agreement.

B. In the event of strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any UNION member shall entitle the TOWNSHIP to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the New Jersey Department of Personnel Regulations.

C. The UNION shall actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slow down, walkout or job action against the TOWNSHIP.

D. Nothing contained in this Agreement shall be construed to limit or restrict the TOWNSHIP in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the UNION or its members.

## **ARTICLE 11: HOURS OF WORK**

### **Section 1**

The regular work week shall consist of forty (40) hours, eight (8) hours per day, Monday through Friday, in the discretion of the TOWNSHIP. Additionally, each employee shall be allowed a one half (1/2) hour unpaid lunch break and two (2) fifteen (15) minute breaks, one in the a.m. and one in the p.m. The hours to be worked each day shall be determined in the sole discretion of the TOWNSHIP.

### **Section 2**

Any Employee working in excess of eight (8) hours during any one (1) work day or in excess of forty (40) hours in any five (5) day period as described in Section 1, above, shall be compensated at the rate of one and one-half (1-1/2) times the employee's base wage, exclusive of longevity.

### **Section 3**

During snow removal and other emergency operations, if called back to work, all hours worked in addition to the regular eight (8) hours shall be compensated at one and one half (1-1/2) times the rate, up to midnight of that day, at which time the employee's regular rate of pay shall resume. After a total of eight (8) continuous hours have been worked, the employee reverts back to the time and one half (1-1/2) rate for all continuous hours thereafter.

### **Section 4**

Employees working on a holiday shall be paid one and one half (1 1/2) times the employee's regular base hourly rate of pay in addition to their regular day's pay.

### **Section 5**

A. All TOWNSHIP employees who are required to work four (4) hours beyond their regularly scheduled eight (8) hour shift shall be entitled to a one-half (1/2) hour paid meal break.

B. All employees shall be permitted, prior to the end of their shift, fifteen (15) minutes time for their personal wash-up.

### **Section 6**

All overtime and premium days work shall be offered by seniority to those qualified employees who are not working.

### **Section 7**

Should an employee be assigned to perform a function of a higher rated classification for a period in excess of four (4) hours or more, he/she shall receive compensation at the hourly rate of the lowest paid employee in the higher rated classification for the entire day.

### **Section 8**

Should an employee be called back to work after his/her regular work day that employee shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) and for all hours worked.

## **ARTICLE 12: WAGES**

### **Section 1**

Effective January 1, 2016, there shall be an increase of thirty cents (\$.30) per hour.

Effective January 1, 2017, there shall be an increase of twenty-five cents (\$.25) per hour.

Effective January 1, 2018, there shall be an increase of twenty-five cents (\$.25) per hour.

### **Section 2**

The starting salary for new employees, with less than one (1) year of employment with the Township, shall be twenty-two thousand dollars (\$22,000) per year.

### **Section 3**

The Mechanic titles are as follows:

- A. Assistant Supervisor Mechanic Senior Mechanic
- B. Senior Mechanic
- C. Mechanic

### **Section 4**

The laborer classifications shall be instituted as follows:

- 1. Assistant Supervisor Laborer 2, to be compensated \$1,000.00 for the first year, \$250.00 for the second year and \$250.00 for the third year. These stipends shall be incorporated into the base salary of the employee.
- 2. Supervisor Laborer 3, to be compensated \$750.00 for the first year, \$500.00 for the second year and \$500.00 for the third year. These stipends shall be incorporated into the base salary of the employee.
- 3. Crew Leader, to be compensated \$750.00 for the first year, \$1,000.00 for the second year and \$1,000.00 for the third year. These stipends shall be incorporated into the base salary of the employee.

### **Section 5**

An employee holding a CDL A license who drives a Township vehicle that required a CDL A license shall receive two dollars (\$ 2) per hour for any and all time he/she outside of Cape May County.

Employees must be assigned by the Department supervisor to drive the vehicle. The employee may choose not to accept the assignment. Assignments shall not be made by seniority.

## **ARTICLE 13: UNIFORMS**

The TOWNSHIP, at its own expense, shall supply work uniforms for each employee covered by this Agreement as follows:

- A. Six (6) T-Shirts for summer wear  
Uniforms to be provided by rental service.  
  
One (1) Four Weather Raingear – pants, jacket and boots, gloves.  
One (1) Carhart Jacket for employees.  
(All of the above shall be replaced on a fair wear and tear basis)
- B. In addition to the clothing provided for above, the TOWNSHIP shall provide each mechanic with two (2) pairs of coveralls.
- C. Each employee shall maintain his/her clothing in proper condition. Each employee shall wear said clothing until the appropriate TOWNSHIP representative shall, in his/her sole discretion, determine that a replacement is required. Uniforms must be worn while working or disciplinary action will be

taken. In the event that an employee shall lose or destroy any article of clothing provided above, he/she shall be responsible for compensating the TOWNSHIP for the cost of replacement.

D. Tool Allowance

1. The TOWNSHIP shall provide its mechanics with all the special tools (electrical tools and equipment, air tools and equipment, heavy duty tools, jacks, cutting equipment, etc. necessary for the proper completion of work.
2. The TOWNSHIP shall provide each mechanic with a seven hundred fifty dollar (\$750.00) per annum tool allowance. Receipts must be furnished.
3. The TOWNSHIP shall provide each employee of the water and sewer department with a seven hundred fifty dollars (\$750.00) per annum tool allowance. Receipts must be furnished.

E. Hooded Sweatshirts

Employees covered by this Agreement will be supplied a hooded sweatshirt to be used for work purposes only, without cost to the employee. However, the cost of the sweatshirts will not exceed fifty (\$50.00) dollars.

F. Payments

1. All payments for allowance in this Article shall be payable on or before April 15<sup>th</sup> of each year.
2. For 2016 through 2018 employees may choose not to receive uniforms provided by the Township shall receive \$200 for ASTM F2413-11 or most current ASTM standard boots. Those employees not receiving uniforms and uniform laundering services provided at the expense of the Township shall receive an allowance of \$525 for uniforms and boots. Employees must wear ASTM F2413-11 or most current ASTM standard boots. Failure to wear ASTM F2413-11 or most current ASTM standard boots may result in discipline.

**ARTICLE 14: SICK LEAVE**

**Section 1**

- A. Employees in the bargaining unit shall be allowed paid sick leave, which shall be earned at the rate of one and one quarter (1-1/4) days per month for each month of employment, up to a maximum of fifteen (15) days in any calendar year.
- B. Sick leave shall be based upon the individual employee's regular straight time base rate of pay, exclusive of shift premiums, for the day on which he/she is absent from work because of such accident or illness.
- C. Sick leave may not be granted to any employee until the completion of the probationary period.
- D. A Doctor's Certificate may be required at the TOWNSHIP'S option as a condition of payment of sick leave, except with respect to a period of time during which an employee is hospitalized. Abuse of sick leave shall be cause for disciplinary action.
- E. Sick leave may be accumulated from year to year without limitation.
- F. Sick leave benefits shall be integrated with Worker's Compensation. Under no circumstances will the integration of sick leave benefits exceed the employee's regular straight time base rate of pay or weekly rate of pay. The TOWNSHIP may also require a certificate of hospitalization.
- G. Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday,

vacation, leave of absence, or to any day for which any employee has received full pay from the TOWNSHIP.

H. In the case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before an employee may return to work.

I. Sick leave may only be taken in one half (1/2) day increments at a minimum.

#### Section 2

The TOWNSHIP may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the TOWNSHIP, by a physician designated by the TOWNSHIP. Such examination shall establish whether the employee was capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

#### ARTICLE 15: TERMINAL LEAVE

Upon retirement, each employee shall be entitled to payment of a portion of his/her unused sick leave as follows:

- A. For employees hired prior to January 1, 1987, said lump sum payment shall be calculated by using the number of days sick leave, which have been accumulated and which have not been used to a maximum of two hundred and sixty (260) and multiplying said number of days by the daily pay rate of the retiring individual immediately preceding retirement. Said daily pay rate shall be calculated by dividing the annual pay rate of the retiring person immediately prior to retirement by two hundred and sixty one (261).
- B. For employees hired on or after January 1, 1987, said lump sum payment shall be calculated by using the number of sick days leave which have been accumulated and which have not been used to a maximum to one hundred and eighty (180) days, except as provided for below, and multiplying said number of days by the daily pay rate of the retiring individual immediately preceding retirement. Said daily pay rate shall be calculated by dividing the annual pay rate of the retiring person immediately prior to retirement by two hundred and sixty-one (261). No employee shall receive an amount in excess of twelve thousand (\$12,000.00) under the terms of this subsection.
- C. The total gross lump sum payment shall not exceed the total gross annual salary to which the retiring individual would have been entitled in the year of retirement, based upon salary immediately preceding retirement. From said gross lump sum payment shall be deducted those taxes required by law to be deducted, and the determination of the necessity and amount of said deductions shall be in accordance with the opinion of the TOWNSHIP auditor.

#### ARTICLE 16: MILITARY LEAVE

The TOWNSHIP agrees to provide all employees with military leave in accordance with Federal and State Statutes.

#### ARTICLE 17: FUNERAL LEAVE

##### Section 1

- A. In the event of death in the employee's immediate family, the employee shall receive three (3) scheduled working days off, without loss of pay, one (1) of which must be the day of the funeral.
- B. The "immediate family" shall include parents, children, spouse, brother, sister, legally adopted children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, step-mother, step-father, step-children or anyone residing in the same household.

#### ARTICLE 18: MATERNITY LEAVE

- A. Requests for maternity leave shall be made in writing no later than three (3) months prior to the effective date of leave.

- B. Except for reasons of health and inability to perform her job, the pregnant employee shall be permitted to work, providing the attending physician approves and so advises in writing.
- C. Such employee shall be granted earned and accumulated sick leave and vacation time during the period prior to and after the actual date of birth.
- D. Additional time, without pay, may be granted for reasons of the employee's individual health, upon presentation of a doctor's certificate, setting forth the necessity therefore, up to one (1) year.
- E. Paternity Leave shall be permitted as provided by law.

#### **ARTICLE 19: LEAVE OF ABSENCE**

- A. Any employee desiring a leave of absence without pay from the TOWNSHIP shall secure written permission from the TOWNSHIP.
- B. Approval of such leave of absence shall be at the sole discretion of the TOWNSHIP. Approval shall not be unreasonable withheld.
- C. A maximum leave of absence shall be for thirty (30) days and may be extended for an additional thirty (30) days at the sole discretion of the TOWNSHIP.
- D. Permission for extension must be secured from the TOWNSHIP.
- E. During the period of absence, the employee shall not engage in full time or part time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved and may result in the employee's loss of employment with the TOWNSHIP, at the TOWNSHIP'S sole discretion.
- F. The employee shall be responsible for continued payments for and make suitable arrangements with the TOWNSHIP for the continuation of benefits.
- G. Upon request, any employee unable to work because of illness, injury or contagious disease, shall be granted an automatic unpaid medical leave of absence for the duration of such condition, up to a maximum of twelve (12) months or sooner if released by a licensed competent medical authority to return to work. During such medical leave, the employee shall retain and accrue seniority to which he/she may be or may come to be entitled, but without other benefits.

The period of leave is to commence from the time of illness causing the employee to be removed from work day.

#### **ARTICLE 20: JURY DUTY**

##### **Section 1**

A regular full time employee who loses time from his/her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the TOWNSHIP the difference between his/her daily base rate Of pay, up to a maximum of eight (8) hours and the daily jury fee, subject to the following conditions:

1. The employee must notify his/her supervisor immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. The employee is not attending jury duty during vacation and/or other time off from TOWNSHIP employment.
4. The employee submits adequate proof of the time served on jury duty and the amount received for such service.

#### **ARTICLE 21: HOLIDAYS**

The TOWNSHIP hereby agrees to provide paid holidays to each employee for the following Holidays:

##### **Section 1**

- A. New Year's Day  
Martin Luther King Day  
Lincoln's Birthday

Washington's Birthday  
 Good Friday  
 Easter Sunday  
 Memorial Day  
 Labor Day  
 Columbus Day  
 Veteran's Day  
 Election Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Day  
 Independence Day

- B. If an employee has taken an unexcused absence on the first (1<sup>st</sup>) work day preceding, or the first (1<sup>st</sup>) work day following any of the holidays enumerated in Section 1 above, the employee shall not receive pay for that holiday unless he/she works on that day.
- C. Each employee shall be entitled to three (3) personal days. In order to utilize a personal day, the employee must provide one (1) full days' notice to the Supervisor. No personal days may be used without permission of the Supervisor. In the event of a family emergency, the Supervisor can waive the one (1) day notice requirement. Personal days may not accumulate or be carried over into the next year.
- D. Easter Sunday shall consist of a floating holiday to be used by the employee in accordance with the provisions of Paragraph C, above. Easter Sunday shall not be celebrated on Easter Monday.

**ARTICLE 22: VACATIONS**

**Section 1**

Employees covered by this Agreement shall be entitled to vacation leave with pay pursuant to the following schedule:

<u>Years of Service</u>	<u>Number of Vacations</u>
1 year of service	12 working days
2-5 years of service	14 working days
6-10 years of service	17 working days
11-15 years of service	20 working days
16-20 years of service	25 working days
Over 20 years of service	30 working days

**Section 2**

Each employee shall receive his/her full vacation pay on the last working day prior to going on vacation.

**Section 3**

Each employee shall submit his/her request for vacation no later than January 31<sup>st</sup> of each year. Vacations shall be assigned in accordance with the needs of the TOWNSHIP work load. No more than three (3) employees may take vacation at any time, except in the TOWNSHIP'S direction. When two (2) or more employees request the same vacation period, seniority shall determine the issue. Any employee failing to submit his/her vacation request by March 31<sup>st</sup> shall forfeit his/her seniority rights for that calendar year. All vacation must be utilized during the calendar year in which it is earned. The TOWNSHIP may, in its sole discretion, deny the use of vacation leave to any employee if the pressures of the work load require same. If such denial causes the employee to lose his/her vacation, he/she may carry

that vacation into the following year. Up to one (1) full years earned vacation may be carried into the following year. Any vacation carried forward must be utilized during said subsequent year.

#### Section 4

Any employee covered by this Agreement who is entitled to vacation leave at the time of retirement shall receive the earned vacation which has not been taken. The employee shall also be entitled to the full vacation which he/she would have been entitled to as if he/she was employed to the end of the calendar year.

#### Section 5

Any employee terminated for any reason shall be entitled to vacation on a pro-rata basis.

### **ARTICLE 23: LONGEVITY**

All full time employees hired prior to January 1, 1996, shall receive longevity pay according to the years of continuous service as follows:

Over five (5) years of service	Two percent (2%) of base salary
Over ten (10) years of service	Four percent (4%) of base salary
Over fifteen (15) years of service	Six percent (6%) of base salary
Over twenty (20) years of service	Eight percent (8%) of base salary
Over twenty-five (25) years of service	Ten percent (10%) of base salary

### **ARTICLE 24: HEALTH AND INSURANCE BENEFITS (Revised)**

#### Section 1

- A. Medical Insurance
  - 1. Keep current medical insurance.
  - 2. New Jersey Statutes Chapter 78 and 125 require public employees to phase in and pay a percentage of the cost of health insurance to the TOWNSHIP. The employees covered under this contract begin that phase in with this contract. The parties specifically agree, as part of the consideration for the employees retaining the current health insurance, to begin the phase in at phase 3 and not phase 1.
- B. The TOWNSHIP shall offer each employee membership in the prescription plan presently in effect for all other TOWNSHIP employees or an equivalent or better benefit plan.
- C. The TOWNSHIP shall also provide a Zero Dollar (\$0.00) deductible dental plan for the employee and the employee's family.

#### Section 2

The TOWNSHIP shall provide each employee with life insurance equal to three (3) times the employee's base salary. The employee shall contribute to the cost of said life insurance in accordance with the regulations of the Public Employees Retirement System.

#### Section 3

The TOWNSHIP may change the Health Benefits carriers, where equivalent and/or superior benefits would result from such a change, including but not limited to, any effects which may result in effects to any pension consideration as now allowed by law under the New Jersey State Health Benefits, but only after consultation with the UNION.

#### Section 4

Upon retirement, after twenty-five (25) years of eligible service in the New Jersey Pension System, the employee/retiree and spouse/dependents shall be provided with health care benefits as



specified in Section 1A and 1B of this Article. Coverage will be provided until the death of both the retiree and any of their eligible dependents as provided for by law.

#### Section 5

Any employee/retiree and their spouse/dependents who are eligible for health benefits upon retirement will also be refunded the Medicare Part B coverage on an annual basis.

### ARTICLE 25: SAFETY

- A. Employees shall immediately report all defects of equipment, in writing.
- B. No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused entirely by the employee's gross negligence or improper act.
- C. The TOWNSHIP shall maintain in good repair, sanitary conditions for its employees only, including and toilet and hot and cold running water.

### ARTICLE 26: SENIORITY

#### Section 1

- A. Seniority is defined to mean an accumulated length of continuous service with their Department, computed from the last date of hire.
- B. An employee's length of service shall not be reduced by time lost due to absence for bona fide illness or injury certified by a physician, or approved leave of absence.
- C. Seniority shall be lost and employment terminated if any of the following occur:
  - a. Discharge with cause;
  - b. Resignation
  - c. Failure to return promptly upon expiration of authorized leave;
  - d. Absence for five (5) consecutive working days without leave or notice; and
  - e. Engaging in any other employment during period of leave.
- D. Once each year, during the month of January, the TOWNSHIP shall compile and submit to the UNION, in writing, and then post in a conspicuous place, a seniority list or lists from the regular payroll records. Any employee hired after said posting shall have their names added to this list, in order of date of hire, and the UNION shall be notified of such additions
- E. Inability to perform work because of proven illness or injury shall not result in the loss of seniority rights.
- F. If the TOWNSHIP establishes different starting times for employees in the same classification, the senior employee, if qualified in the classification, shall have the choice.
- G. After an employee has completed his/her probationary period, the employee shall gain seniority status and his/her seniority on the seniority list shall revert to the first day of his/her probation.

### ARTICLE 27: PROBATIONARY PERIOD

Prior to becoming a permanent employee with the TOWNSHIP, each new employee shall serve a probationary period in accordance with civil service rules and regulations.

### ARTICLE 28: LAYOFF AND RECALL

#### Section 1

- A. Should it become necessary to layoff or recall TOWNSHIP employees, the TOWNSHIP shall comply with all applicable rules and regulations.
- B. Should it become necessary to lay off employees in the Public Works Department, the TOWNSHIP will lay off part time employees before the layoff of any full time employees.

### ARTICLE 29: FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either both parties at the time they negotiated or signed the Agreement.

**ARTICLE 30: SEVERABILITY AND SAVINGS**

Each and every clause of the Agreement shall be deemed separable from each and every other clause of this Agreement. In the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions of the remainder of any clause sentence or paragraph in which offending language might appear.

**ARTICLE 31: HIRING**

During the probationary period, the employee may be discharge without recourse, provided the TOWNSHIP may not discharge or discipline for the purpose of evading this Agreement or discriminating against UNION members.

**ARTICLE 32: DURATION OF AGREEMENT**

Term of Contract – This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect to and including December 31, 2018, without any reopening date except as provided in Article 12.

By this agreement parties state their intent and in witness whereof, the parties hereto have hereunto set their hands at the Township of Middle, County of Cape May, New Jersey on this 10 Day of May 2016.

TOWNSHIP OF MIDDLE

BY: Constance A. Mahon  
Constance A. Mahon  
Township Administrator

BY: Michael Clark  
Michael Clark  
Mayor

TEAMSTERS LOCAL UNION NUMBER 676

BY: [Signature]  
For the Union