

RESOLUTION 2015-382

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY ACCEPTING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH TEAMSTERS LOCAL NO. 35 WHICH WILL RUN THROUGH DECEMBER 31, 2019

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has undertaken extensive negotiations with Teamsters Local No. 35, Public Works Employees (hereinafter referred to as the "Union") with regard to a new Collective Bargaining Agreement (hereinafter referred to as the "CBA"); and

WHEREAS, the prior CBA expired on December 31, 2014, and the parties each recognize the need to save tax payer dollars and therefore each has agreed to certain concessions in order to maintain an adequate work force, provide the Township residents the service they have come to expect and deserve, and furthermore to reduce Township taxpayer expenditures in order to minimize adverse impact to the Township taxpayers; and

WHEREAS, the extended negotiations by and between the Township and the Union have resulted in a new CBA, a true copy of which is on file at the office of the Township Clerk and can be reviewed by the public during normal business hours.

NOW, THEREFORE, BE IT RESOLVED, this 14th day of December, 2015, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. The Township accepts, approves and authorizes execution of the Collective Bargaining Agreement with Teamsters Local No. 35, Public Works Employees. A copy of the Agreement is on file at the office of the Township Clerk and can be reviewed by the public during normal business hours.

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

2. The Township expresses its appreciation to the Union and its Members for assisting in minimizing expenditure of taxpayer dollars in these difficult economic times.

3. The Township recognizes the good work effort and loyalty exhibited by each Member of the Union. On behalf of the Township residents, the Township expresses its thanks and appreciation.

4. The Township authorizes and directs the Mayor, Township Clerk, and Township Administrator to execute any and all necessary documents in order to implement the intent of this resolution.

5. A certified copy of this resolution shall be forwarded by the Township Clerk to the following:

- (a) Honorable Susan McCabe, Mayor;
- (b) Barnegat Township Administrator;
- (c) Dan Kreiser, President, Teamsters Local No. 35;
- (d) Jerry J. Dasti, Esquire; and
- (e) Tom Lombarski, CFO, Township of Barnegat.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on December 14, 2015, a quorum being present and voting in the majority.


MICHELE RIVERS, RMC, TOWNSHIP CLERK

Prepared by:

**DASTI, MURPHY, McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**
Forked River, New Jersey 08731

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McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

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AGREEMENT

by and between

THE TOWNSHIP OF BARNEGAT, NEW JERSEY
DEPARTMENT OF PUBLIC WORKS
and

TEAMSTERS LOCAL NO. 35

Effective: January 1, 2015

Expiration: December 31, 2019

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AGREEMENT

THIS AGREEMENT made this _____ day of November, 2015, between:

The **TOWNSHIP OF BARNEGAT** (hereinafter referred to as the “TOWNSHIP” or the “EMPLOYER”), a Municipal Corporation organized and existing under the laws of the state of New Jersey, a public Township with its main offices located at 900 West Bay Avenue, Barnegat, New Jersey 08005; and

The **TEAMSTERS LOCAL NUMBER 35** (hereinafter referred to as the “TEAMSTERS” or the “UNION”), affiliated with the International Brotherhood of Teamsters, having its office located at 620 U.S. Route 130 Trenton, New Jersey, comprised of Barnegat Township Blue Collar Department of Public Works employees, such organizations having been certified by the Public Employment Relations Commission as an appropriate bargaining agent for this until, after the Agency held an appropriate election. Wherever the terms (“BLUE COLLAR EMPLOYEES”) or (“BLUE COLLAR SUPERVISOR EMPLOYEES”) are used in this agreement, both designations shall be interchangeable and have the same meaning and effect. Unless otherwise set forth in this agreement, all terms and conditions set forth herein apply from January 1, 2015 through December 31, 2019.

ARTICLE 1
PURPOSE

This agreement entered into between the Township and the Teamsters has it purpose the promotion of harmonious relations between the Township and the Teamsters the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment with the Township.

ARTICLE 2
RECOGNITION CLAUSE

The Township recognizes Teamsters Local Number 35 affiliated with the International Brotherhood of Teamsters as the exclusive representative for all permanent full-time and permanent regular part-time Blue Collar Workers in the Public Works Department, Building and Grounds Department, Working Foreman, Equipment Operators, Mechanic, Senior Mechanic within the meaning of the Act and specifically excluding, without limitation, the following: Supervisor, Public Works.

Job titles or job positions covered and included in this agreement are as follows:

ARTICLE 3
CHECK OFF OF DUES

The Township agrees to deduct from the earnings of each employee regular Union dues, initiation fee and assessments when said employee has properly authorized such deductions in writing. The Union will indemnify, defend and save harmless the Township against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deductions authorization cards submitted by the Union to the Township. The Township will forward all dues deductions monies collected on a monthly basis to the

Secretary-Treasurer of the Union on or before the 15th of each month. A list of names of deductions will be forwarded monthly.

Any full time employee or part time employee working in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter and any new employee who does not join within thirty (30) days of the date of hire shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. This representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, initiation fee and assessments as certified by the Union to the Township (Employer). The Union agrees to save the Employer harmless from any and all action it takes under this article.

ARTICLE 4 **JOB STEWARDS**

The Township recognized the right of the Union to designate Job Stewards and Alternates. The authority of the Job Steward 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 provision of the Collective Bargaining Agreement.
2. The transmission of such messages and information which shall 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 and/or work slow downs, work refusals.

The Township recognizes these limitations upon the authority of Job Stewards and their duly appointed alternates and shall not hold the Union liable for any unauthorized acts. The Township in so recognizing such limitations shall have the authority to impose the appropriate discipline, including discharge, in the event the shop Steward has taken strike action, slowdown or work stoppage in violation of this Agreement or appropriate law. The Shop Steward or their duly appointed alternates, shall be permitted reasonable time to investigate, present and process grievances on company property, without loss of time and/or pay during the regular working hours, and where mutually agreeable to by the Union and the Township. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

The Union shall not designate more than one (1) Shop Steward or more than two (2) alternates.

ARTICLE 5 **EMPLOYEE RIGHTS**

The parties agree to comply with all Equal Employment Opportunity guidelines, directives or statutes.

No employee shall be disciplined or reprimanded without just cause. Any such actions asserted by the Township or any agent or representative thereof, shall be subjected to the prescribed grievance procedures herein set forth.

ARTICLE 6
GRIEVANCE PROCEDURES

PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution to problems which may arise affecting the terms and conditions of the Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of their departmental supervisory staff.

DEFINITIONS

The term "grievance" as used herein means any controversy arising from or over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

STEPS OF THE GRIEVANCE PROCESS

The Township and the Union have the right to mutually agree to expand any of the timeframes set forth in any of the steps of this Grievance process.

STEP NUMBER ONE:

An aggrieved employee shall discuss their grievance with the Shop Steward (or their alternate) and the Department Head within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle and resolve the differences between the aggrieved employee(s), the Shop Steward and the Department Head. Failure to act with established five (5) working days shall be deemed to constitute an abandonment of the grievance on behalf of the employee(s).

The Department Head shall attempt to settle and resolve the Grievance or render a decision within five (5) working days after the grievance has been raised.

STEP NUMBER TWO:

In the event a satisfactory settlement or resolution has not been reached, the grievance shall be reduced to writing by the aggrieved employee(s) and one (1) copy be furnished to the Township Administrator and one (1) copy to the Department Head, within five (5) working days following the determination by the Department Head.

The Department Head (or designated representative) and the Township Administrator shall meet and attempt to resolve the grievance within ten (10) working days from the time the written grievance was presented. The Township Administrator shall within ten (10) working days of such meeting, issue a written determination on the grievance.

STEP NUMBER THREE:

If the Union is not satisfied with the disposition of the grievance at step number one or step number 2, the Union may within ten (10) work days after the decision has been rendered by the Township Administrator, submit the grievance to arbitration. The request for arbitration shall be through the Public Employment Relations Commission pursuant to N.J.A.C. 19:12-5.1. The cost of the arbitration shall be equally borne by the Union and the Township.

The decision of the Arbitrator shall be final and binding. The Arbitrator will have no authority to add to, subtract from, or otherwise change the contract agreed between the parties. The Arbitrator shall be without power to make any decision which requires the commission or an act prohibited by law or which violates the terms and conditions of the Agreement. The decision of the Arbitrator shall be in writing with reasons thereof except by mutual consent of the parties.

ARTICLE 7 **SENIORITY**

Seniority shall be considered for purpose of scheduling vacations, personal leave and Comp Time leave. Furthermore, it shall be a consideration if a job opening within the Township should occur but shall not be the sole determining factor. Seniority will also be considered for job assignments within an employee's job title/position, but shall not be the sole determining criteria or factor utilized to assign work with any particular job title/position.

Should the Township decide to reduce the workforce in any particular job title/position, the Township will reduce the number of employees in that particular job title/position on the basis of seniority within that particular job title/position.

Employees shall be recalled for work from laid off status in the order of seniority, provided that the employee possesses the requisite skill, qualifications and ability to perform the available work. The necessary qualification determination or assessment shall be at the sole discretion of the Township and cannot be grieved by the Union.

ARTICLE 8 **SICK LEAVE**

All permanent full time employees covered by this Agreement shall be granted sick leave pay of one (1) and one quarter (1.25) working days for each month of service or a total of fifteen (15) days per year. The amount of sick leave not taken shall accumulate from year to year as provided under paragraph E of this Article. For the purpose of this Article, a "working day" for permanent full time employees shall be defined as an eight (8) hour day.

Any and all sick leave allotments are given in anticipation of continued employment. Therefore, the Township has the right to prorate any employee's sick time upon retire or separation of service, and the employee will be entitled to utilize a prorated amount of their sick leave in the year of their retirement or separation of service.

The term "sick leave with pay" is hereby defined to mean the necessary absence of duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is sick or ill.

Employees absent on sick leave for a period of ten (10) days or more during any given year or for five (5) consecutive days, shall submit to the Township on a periodic basis medical evidence acceptable to the Township sustaining the illness to the office of the Township Administrator. In addition, such employee may be required by the Township to submit to a medical examination by the Township physician or other physician designated by the Township.

All employees regardless of date of hire are entitled to a maximum payout of \$15,000 upon retirement for any unused accumulated sick leave.

An employee may buy back accumulated sick leave up to five (5) days per year. Employees shall notify the Township in writing by January 15th of the following year if they intend to sell back sick time. Along with the exact number of days that will be sold back. Payout shall be the hourly rate of pay on December 31st of the previous year. Payment must be made by March 31st.

ARTICLE 9
PERSONAL LEAVE

Each employee shall be eligible for five (5) paid non cumulative personal leave days for the purpose of conducting personal business and/or family duties. The use of such personnel days shall require a minimum of forty eight (48) hours notice to the employees immediate supervisor and subsequent approval of said supervisor. In case of any unforeseen circumstances and/or emergency, this notification requirement may be waived, suspended or altered upon approval of the Supervisor.

ARTICLE 10
BEREAVEMENT LEAVE

The employee shall have up to five (5) days leave in the event of the death of an employees spouse, child, step children parent, brother or sister, brother in law, sister in law, father-in-law, mother-in-law, grandparents or grandchildren. Each employee shall have one (1) work day for aunts, uncles and cousins. Each employee shall have three (3) days of bereavement leave for other family members not listed above who reside in the same household as the employee on the date of the relative's death.

ARTICLE 11
UNION LEAVE

The bargaining unit may use up to a total of ninety-six (96) hours for Union business leave each year. Employees wishing to utilize this type of leave must request the leave at least forty-eight (48) hours before it is to commence. The taking of such leave shall not impede or adversely impact the efficient operation of any Township Department or office when it is taken.

ARTICLE 12
PROBATION PERIOD

All new employees shall be considered to be on probation for a period of ninety (90) days effective on their start date and may be discharged without cause during the ninety (90) day probationary period. Management has the right to extend the probationary period for an additional ninety (90) days if warranted.

Employees in the probation period shall be entitled to receive pay on all designated Township holidays as designated in Article 24. Any employee on probation who works on a Township holiday shall be entitled to compensation in accordance with this agreement.

ARTICLE 13
NO STRIKE NO LOCKOUT

In addition to any other restrictions under the law, the Union will not cause a strike, work slow down, work stoppage or job action of any kind, nor will any employee take part in a strike, interference with or stoppage of the Township's work. The Township shall not cause any lockout.

If the Union violates this section, then such parties or person(s) shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in court in addition to any other legal remedies which may be available.

ARTICLE 14
OVERTIME

All work performed in excess of forty (40) hours in any one (1) week, or eight (8) hours in one (1) work day, shall receive compensation at time and one half.

SNOW PLOWING

Time periods for snow plowing or other emergency related work shall be determined by the Mayor and/or Township Administrator. The decision by the Mayor and/or Administrator shall be final.

For snow plowing/ice control purposes, premium payment of time and one half (1.5) shall be paid when the entire work force is assigned to the function during normal working hours. Any subsequent snow plowing or ice control work, shall be considered as part of the normal work day and shall be compensated at straight time. Snow plowing or ice control work performed on a Township designated holiday or on a Sunday shall be compensated at double time.

During times of snow plowing or other emergency related work, management has the right to assign work, including overtime, based on need and management shall have the discretion to assign any and all work based on their judgment. Work assignments during times of snow plowing or during other emergency work can only be grieved after completion of assignment or at the conclusion of the emergency.

MEAL ALLOWANCE RATES

From December 1, 2015 through December 31, 2019 - \$20.00 every 6 hours

The Township has option to provide meals to employees engaged in snow plowing or other emergency related work.

OVERTIME ROTATION

Overtime shall be assigned based on seniority within the division that requires the overtime. If additional personnel are needed outside of the division, then overtime shall be assigned based on ability to perform the work. All determinations as to ability and qualifications to perform required work shall be at the discretion of management.

No employee shall be permitted to accept an overtime assignment if the employee does not possess the necessary skill and ability to properly and safely perform the work.

Management will make every reasonable attempt and effort to assign overtime in a fair and equitable manner.

SUNDAY OVERTIME

An employee assigned to work overtime on Sunday shall be paid at a rate of double-time for all hours worked.

HOLIDAY OVERTIME

An employee assigned to work on a Township designated holiday shall be paid at the rate of double-time for all hours worked.

DUPLICATION / PYRAMIDING OF PAY

There shall be no duplicating or pyramiding of any premium pay provided for under these provisions of this agreement for the same hours worked.

If practical and the needs are known in advance, the Township shall request overtime from any employee at a minimum of forty-eight (48) hours in advance of when required overtime is necessary. This requirement applies to known scheduled events.

OVERTIME OFFER

The offer of overtime shall mean that the Township will call by telephone or communicate directly with the employee. If the offer of overtime is by telephone, then one (1) attempt and only one (1) attempt by telephone shall be made. If the employee is not home or does not respond, then it shall be deemed a no contact. However, should the employee respond prior to the assignment being filled, the employee will be allowed to fill the overtime assignment.

When an employee is scheduled to perform mosquito spraying that employee shall be entitled to a

minimum of three (3) hours pay. If an employee is called in on a holiday to perform mosquito spraying that employee shall be entitled to a minimum of 4 hours pay.

CALL IN

In the event an employee is called in to work other than their normal working hours, the employee shall be paid at a rate of time and one-half (1.5) for all time worked during that call in period.

In the event an employee is called in to work other than their normal working hours and such call in is on a Sunday or a Township designated holiday, the employee shall be paid at a rate of double time for all time worked during that call in period.

In no such case shall employee be paid for less than three (3) hours for call in work, except in the case when the call in to duty is less than three (3) hours prior to the start of the normal work shift. In such an event, the employee shall only be paid for actual hours worked. When a call out occurs after midnight the employee will be paid for no less than (4) four hours, except in the case when the call in to duty is less than (4) four hours prior to the start of the normal work shift. In such an event, the employee shall only be paid for actual hours worked.

ARTICLE 15 **SAFETY REPORT**

Whenever an employee is assigned to drive or operate a Township vehicle or equipment, and said employee feels such vehicle or equipment requires such repairs that it is unsafe, hazardous or defective to safely operate, the employee shall immediately notify their immediate supervisor or other appropriate managerial employee of said safety hazards or defects. The Supervisor shall request the employee to complete (in writing) a Safety Report as agreed upon by the parties to this Agreement.

ARTICLE 16 **BULLETIN BOARD**

The union shall have access to a suitable size bulletin board in each designated work area. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of all posted information shall be forward to the office of the Township Administrator.

ARTICLE 17 **MILITARY OR NATIONAL GUARD**

The Township agrees to provide all employees with military leave in accordance with existing Federal and State laws and regulations.

ARTICLE 18 **US FORESTRY SERVICE**

Any employee, who had been permitted to attend up to four (4) weeks of United States Forestry Service prior to this agreement, shall be entitled to continue with the practice. Any such employee shall not, however, receive any salary while attending such service unless employees leave time is utilized.

ARTICLE 19
LONGEVITY

All employees hired prior to January 1, 2012 shall be subject to the below longevity schedule

<u>Years of Service</u>	<u>Longevity Rate</u>	<u>Years of Service</u>	<u>Longevity Rate</u>
Start of 5 th Year	2%	Start of 17 th Year	5%
Start of 9 th Year	3%	Start of 21 st Year	6%
Start of 13 th Year	4%	Start of 25 th Year	7%
Start of 29 th Year	9%		

All employees hired after January 1, 2012 shall be subject to the below longevity schedule:

Start of 5 th Year.....	1%	Start of 17 th Year.....	4%
Start of 9 th Year.....	2%	Start of 21 st Year.....	5%
Start of 13 th Year.....	3%	Start of 25 th Year.....	6%
Start of 29 th Year.....	7%		

For all employees hired after December 1, 2015 there will be no longevity due and owing to those employees.

ARTICLE 20
ON THE JOB INJURY

All accidents shall be reported immediately to the employee's supervisor. If an employee is injured, treatment shall be sought through the Township Physician or a local hospital. If an employee is sent home by the Township Physician, the local hospital or any other medical professional designated by the Township, the employee shall be entitled to be paid for the remainder of the work day on which the employee is sent home.

ARTICLE 21
PROMOTIONS AND TRANSFERS

For the purpose of this Article, a promotion will be defined as a permanent appointment from one job to another job in a higher wage rate.

When an opportunity for promotion arises within the bargaining unit, the Township shall post job openings on the bulletin boards. Employees desiring an opportunity to fill such openings may file written requests. Such notices shall be posted for forty-eight (48) hours. In making any promotion within the bargaining unit both seniority and qualification will be considered by the Township.

Promotions will be determined based on favorable employee performance evaluations as conducted by the employee's immediate supervisor.

Any disputes involving promotions will be resolved by the Township Administrator and that the decision of the Township Administrator shall be final.

The minimum time between promotions shall be eighteen (18) months unless mutually agreed otherwise.

An employee promoted to a higher rated job shall be allowed a ninety (90) day probationary period to demonstrate the ability to perform the job. If the employee is unable to qualify, he/she shall be returned to the former job. If any employee should be absent for three (3) or more days during the ninety (90) day probationary period, then that probationary period shall be extended, at the Township's option, for the number of days of the employee's absence.

ARTICLE 22
HEALTH BENEFITS

The Township shall provide to each full time employee and the employee's immediate family (spouse and children) covered by the Township insurance, following hospital and medical benefits. The employees shall pay a portion of their health, vision, prescription and dental insurance by direct payroll withdrawal methods. The amount to be reimbursed to the Township for each individual employee's insurance coverage shall be in accordance with the provisions of Chapter 78, notwithstanding the fact that Chapter 78 requirements expire no later than December 31, 2015. It is acknowledged that the employees have reached Tier Four.

Comprehensive hospital/physician coverage with the following deductible limits:
In Network \$10.00 co-pay paid by the employee where applicable.

Out of Network \$100.00 individual \$250.00 per family first dollar coverage paid by the employee, co-insurance deductible of 20% to \$2,000.00/\$5,000.00 of coverage paid by the employee. Other limits to match the current level of coverage.

VISION CARE SCHEDULE

Year 2015 and beyond \$375.00 per annum
Employee has option to purchase Premium Option Vision Plan

PRESCRIPTION PLAN CO-PAY

These amounts shall cover each individual family member;

\$3.00 for generic and \$15.00 for named brands

DENTAL COVERAGE

The Township shall provide to all full time employees and the employees family group dental coverage that will provide the following coverage.

- \$ 50.00 deductible for employee, \$100.00 deductible per family.
- 100% preventive care, 80% basic care.
- 50% prosthodontic care.
- \$ 3,000.00 calendar year maximum per person.
- \$ 1,000.00 maximum lifetime orthodontic benefit per person.

Nothing in this Article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.

The parties understand that the Township has moved from the New Jersey State Health Plan to a private insurance carrier. The parties further understand that as a result thereof dental coverage is not provided by the Township through the State Health Plan. For the remaining term of the this agreement, starting as of the date that the agreement is executed, the Township will pay for the full dental coverage premium and not request a reimbursement from the employee for that portion of the insurance premiums.

In all other respects the provisions previously provided in the New Jersey State Health Plan through the independent third party insurance carrier shall remain in full force and effect and shall not be modified by this agreement.

ARTICLE 23
VACATION TIME

All full time permanent employees shall be granted the following annual leave for vacation purposes with pay in and for each calendar year as follows:

Under 1 Year5 days or 40 hours	Start of 14 th Year21 days or 168 hours
Start of 2 nd Year ...12 days or 96 hours	Start of 19 th Year25 days or 200 hours
Start of 4 th Year ...15 days or 120 hours	Start of 25 th Year28 days or 224 hours
Start of 9 th Year...18 days or 144 hours	Start of 29 th Year30 days or 240 hours

Vacations shall be scheduled so as not to interfere with the efficient and effective operation of the division and/or department to which the employee is assigned. Vacations shall be taken in the year of entitlement.

All requests for vacation leave shall be handled in accordance with the following policy:

- 1) Vacation leave request three (3) days or greater in length must be submitted as soon as reasonably possible, but no less than ten (10) working days prior to the requested vacation leave.
- 2) Vacation leave request two (2) days or less must be submitted as soon as reasonably possible, but not less than forty eight (48) hours prior to the requested vacation leave.

Once a vacation request has been approved, it cannot be modified unless mutually agreed. All vacation requests are subject to final approval of the Township Administrator.

Any employee who has resigned or who has otherwise separated from employment from the Township, shall be entitled to the vacation allowance established in this article prorated on the basis of the number of months worked in the year of resignation or separation.

If an employee leaves the employment of the Township for any reason before the end of the year after having taken a vacation allowance for the year, the employee may be charged with the unearned portion of their vacation allowance, which may be deducted from their final pay from the Township.

Vacation leave may be taken in hourly increments, provided that no less than four (4) hours is being utilized.

An employee may buy back vacation leave up to ten (10) days per year. Employees shall notify the Township in writing by January 15th of the following year if they intend to sell back vacation leave time, along with the exact number of days that will be sold back. Payout shall be the hourly rate of pay on December 31 of the previous year. Payment must be made by March 31.

ARTICLE 24
HOLIDAYS

Each employee covered by this agreement shall be allowed the following holidays with full pay:

- | | | |
|------------------------|------------------|------------------------------|
| New Year's Day | Memorial Day | Veteran's Day |
| Martin Luther King Day | Independence Day | Thanksgiving Day |
| President's Day | Labor Day | Thanksgiving Friday |
| Good Friday | Columbus Day | Christmas Eve (one half day) |
| | | Christmas Day |

The Township Administrator shall by December 15th of the preceding year publish to all employees covered by this Agreement a schedule of the actual calendar days of the upcoming year for the above listed holidays.

ARTICLE 25
WORK CLOTHES

The Township will continue to furnish employees with uniforms and work clothing in accordance with established policy.

WORK BOOT ALLOWANCE SCHEDULE December 1, 2015 – December 31, 2019.....\$200.00

All work boots purchased by utilizing the Township work boot allowance shall have a steel tip toe.

The Township shall furnish employees with snow boots with a steel toe.

Carharts as needed at no more than \$200.00 for all employees.

Township reserves the right to change uniforms or clothing during this contract at the expense of the Township.

The Township will replace clothing damaged in the line of duty, including work and snow boots.

In lieu of uniforms and work clothing previously provided, the employee will have the choice of either polyester pants or jeans, and the Township will supply each employee with eleven (11) pair.

ARTICLE 26
JURY AND COURT SERVICE

An employee shall be excused from work on a workday during which time the employee serves on a jury of any federal, state, county or other court provided the employee notifies the Township within forty eight (48) hours of receipt of jury notice. Employees shall be fully paid for such time lost from their regular and normal work shift.

If the employee is excused from jury duty four (4) hours prior to the end of their regular and normal work shift, the employee shall be required to report to work for the balance of their regular or normal shift.

It is understood that no employee will receive pay for more than eight (8) hours in any one (1) day or forty (40) hours in one (1) week.

An employee shall be excused from work on a work day during which the employee attends any court or legal proceeding as a result of a subpoena served on behalf of the Township and shall be fully paid from any time lost from their regular and normal shift.

If the employee is excused from Court Duty four (4) hours prior to the end of their regular and normal work shift, the employee shall be required to report to work for the balance of their regular or normal shift.

ARTICLE 27
PAST PRACTICE

All benefits and conditions of employment presently in existence for the bargaining unit, unless modified by this Agreement, shall be continued without change by the Township during the life of this Agreement.

Past practice(s), benefits and conditions of employment presently in existence can be modified if mutually agreed to by the Township and the Union.

ARTICLE 28
SEVERABILITY

If any part, clause, portion or article of this agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause or article.

ARTICLE 29
WORK HOURS AND REST PERIODS

NORMAL WORK DAY

The normal work day is eight (8) hours in duration, excluding a one-half hour lunch period.

TIME OF WORK HOURS

The normal work day shall start at 6:30 AM. and end at 2:30 PM.

NEW WORK HOURS OR NEW WORK DAYS

New work hours and/or new work days shall be mutually changed with agreement by the Union and the Township.

BREAKS

All employees shall be entitled to one (1) fifteen (15) minute coffee break in the morning and one (1) ten (10) minute wash/clean up period each day without deduction in pay.

NORMAL WORK WEEK

The normal work week shall be defined as Monday through Friday, inclusive, unless modified by mutual agreement between the Township and the Union.

ARTICLE 30 **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 by the laws and Constitution of the State of New Jersey and of the United States, or other appropriate law including, but without limiting the generality of the foregoing, the following rights:

- A) The management and administrative control of the Township government and its properties and facilities.
- B) To hire all employees, to promote, transfer, assign, or retain employees in positions within the Township and in regard to establish reasonable work rules and regulations.
- C) To suspend, demote, discharge or take any other appropriate disciplinary action against an employee in accordance with this Agreement and appropriate law.
- D) To layoff employees in the event of the lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, directives, and practices, and the furtherance thereof, and the use of judgment and discretion of this Agreement, and then only to the extent such terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of the state of New Jersey and of the United States of America.

Nothing contained in this Article shall be construed to deny or restrict the Township of its rights, responsibilities or authority under R.S. 40 and 40A or any other national, state, county or locals or ordinances.

ARTICLE 31
WAGES

REFER TO ATTACHED SALARY SCHEDULE

Out of title pay will be the difference between employees existing salary and the salary of the out of title position. Out of title pay will be permitted on an hour-by-hour basis. Only base pay will be used in the calculation of out of title pay. Longevity, stipends and any other type of compensation will not be part of the out of title calculation.

All new employees must obtain their CDL within twelve (12) months of the date of the execution of the agreement. Employees must provide suitable documentation to the Township. Failure to satisfy this requirement could be cause for termination.

SAFETY STIPENDS

1. Flagger Training
2. Defensive Driving Course
3. Confined Space Training
4. Lock Out/Tag Out Training
5. Snow Plow Safety Training
6. Personal Protection Equipment Training

CERTIFIED STIPENDS

1. Mosquito Spraying
2. Pesticide/Herbicide Application
3. Playground Safety Inspector
4. Certified Arborist/CAA

STIPEND COMPENSATION

- The payment for Safety Stipends will be \$500.00 per annum.
- The payment for Certified Stipends will be \$1,500.00 per annum.
- All Stipend checks will be paid out in the month of May of each year.

Other than as modified herein above, all employees are permitted to earn a maximum of four (4) certified stipends unless otherwise mutually agreed to and approved by the Township Administrator. Stipends earned during the year will be prorated.

MECHANICS "ASE" CERTIFICATIONS

Mechanics will need a minimum of two (2) ASE Certifications as a requirement of their position. The Senior Mechanic position requires a minimum of three (3) ASE Certifications.

Each ASE Certification will be treated as a stipend which will be eligible for a stipend payment of \$1,000.00 per year. Mechanics may earn up to four (4) additional ASE Certifications, totaling six (6) for Mechanics and seven (7) for Senior Mechanic. Stipends earned during the year will be prorated.

The Township will provide up-front payment for any and all tests for stipends and renewal fees. If however the employee does not pass the test he/she will reimburse the Township those expenses. All new tests must first be approved by the Township Administrator, in writing.

ARTICLE 32 **MISCELLANEOUS**

Employees who are required to drive a Township vehicle are required to report all moving violations within forty eight (48) working hours to the Township

Township has a right, at its sole discretion, to send any employee to a defensive driving course(s) or class(s) after any accident, regardless of whether such accident occurs on or off the job. The Township shall pay for all cost for the course or class, and all reasonable efforts shall be made to send the employee during their working hours. However, should it be impractical for the Township to have the employee attend the defensive driving course or class during normal working hours, said employee shall attend while off duty and shall be compensated in accordance with this agreement.

The Township shall pay the renewal fee difference between CDL and regular driver's license provided it is completed on the employee's own time.

The Township will cover the reimbursement for any mosquito applicator, pesticide applicator, irrigation and ASE renewal fees.

In any and all cases involving discipline, any employee being subject to any form or type of discipline, has the right to request that union representation be present.

Employee evaluations and its relationship to promotional opportunities. Include the development of a suitable employee evaluation form along with the adoption of an evaluation procedure. The form and the procedure will be mutually agreed upon by the Township and the Union.

Employee evaluations will be performed by the employee immediate supervisor and Department Head.

ARTICLE 33
TERMINATION/EXTENSION OF CONTRACT

This agreement shall be effective for salary purposes on the 1st day of January, 2015, but for all other purposes shall become effective upon full execution. It shall remain in full force and effect until the 31st day of December, 2019. It shall automatically be renewed from year to year unless either party shall notify the other in writing, sixty (60) calendar days prior to the expiration date, which it desires to modify the agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days prior to the expiration of the agreement.


IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their hands and seals this _____ day of November, 2015.

ATTEST:



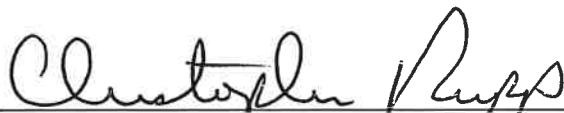
Michele Rivers, RMC, Municipal Clerk

TOWNSHIP OF BARNEGAT




Susan McCabe, Mayor

ATTEST:



Christopher Rupp, Secretary - Treasurer

TEAMSTERS LOCAL NO. 35



Daniel A. Kreiser, President

Township of Barnegat, New Jersey
TEAMSTERS LOCAL 35

Salary and Wage Schedule As of December 1, 2015

Level A

Titles—Laborer, Custodian

There will be a 1.95% increase each year for the years 2015 through 2019.

Level B

Titles—Heavy Laborer, Garage Attendant, Senior Custodian

There will be a 1.95% increase each year for the years 2015 through 2019.

Level C

Titles—Truck Driver, Maintenance Worker

There will be a 1.95% increase each year for the years 2015 through 2019.

Level D

Titles—Senior Truck Driver, Senior Maintenance Worker

There will be a 1.95% increase each year for the years 2015 through 2019.

Level E

Titles—Equipment Operator, Mechanic/Jet Truck Operator (Joe, Shawn, Dave)

There will be a 1.95% increase each year for the years 2015 through 2019.

Level F

Titles—Senior Equipment Operator

There will be a 1.95% increase each year for the years 2015 through 2019.

Level G

Titles—Senior Mechanic

There will be a 1.95% increase each year for the years 2015 through 2019.

Level H

Titles—Foreman

There will be a 1.95% increase each year for the years 2015 through 2019.

**TOWNSHIP OF BARNEGAT, NEW JERSEY
TEAMSTERS LOCAL NO. 35**

**DEPARTMENT OF PUBLIC WORKS
SALARY AND WAGE SCHEDULE
FOR YEARS 2015 THROUGH 2019**

New Hires (after December 1, 2015)

All new hires after December 1, 2015 shall have a starting pay of the following:

<u>Level A</u> <u>Titles - Laborer, Custodian</u>	\$38,854.40
<u>Level B</u> <u>Titles – Heavy Laborer, Garage Attendant, Senior Custodian</u>	\$41,100.80
<u>Level C</u> <u>Titles - Truck Driver, Maintenance Worker</u>	\$42,931.20
<u>Level D</u> <u>Titles – Senior Truck Driver, Senior Maintenance Worker</u>	\$45,052.80
<u>Level E</u> <u>Titles – Equipment Operator, Mechanic</u>	\$49,504.00
<u>Level F</u> <u>Title – Senior Equipment Operator</u>	\$51,958.40
<u>Level G</u> <u>Title – Senior Mechanic</u>	\$58,968.00
<u>Level H</u> <u>Titles – Foreman, Chief Mechanic</u>	\$64,812.80

Based on an annual working hours of 2,080 (40 hours per week)

Beginning December 1, 2016 and continuing on the 1st day of December each year thereafter during the term of this agreement, the starting salary shall be increased 1.95% per annum.