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Township of Long Hill

and the

Long Hill Township Public Works  
Association

Contract

January 1, 2018 through  
December 31, 2023

Approved May 9, 2018

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## **AGREEMENT**

**THIS AGREEMENT** made and entered into this day of 2018 by and between the **TOWNSHIP OF LONG HILL**, in the County of Morris, a municipal corporation of the State of New Jersey, hereinafter designated as the "Township", and the **LONG HILL TOWNSHIP PUBLIC WORKS ASSOCIATION**, hereinafter designated as the "Association." For the Term (as defined herein) and in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

### **ARTICLE I - RECOGNITION**

The Township recognizes the Association as the exclusive collective bargaining representative for the employees of the Public Works Department, but excluding all supervisors within the meaning of the Public Employment Relations Act.

### **ARTICLE II - HOURS OF WORK AND OVERTIME**

**Section 1.** The standard work week shall begin on Monday and end on Friday, and during that time an employee shall be required to complete forty (40) hours of work. The standard work day shall consist of eight and one half (8.5) hours on Monday through Thursdays and six (6) hours on Fridays. The work day will comprise the hours between 6:30AM and 3:30PM Monday through Thursday with thirty (30) minutes designated for lunch (Monday through Thursday only) and 6:30AM and 12:30 Noon Friday from November to March; and 6:00AM and 3:00PM Monday through Thursday with thirty (30) minutes designated for lunch (Monday through Thursday only) and 6:00 AM and 12:00 Noon, April through October. The hours will be reviewed on an ongoing basis by the Director of Public Works ("Director") for possible extension. For purposes of clarification, employees are entitled to a thirty (30) minute unpaid lunch break on

Mondays through Thursday only; two (2) paid fifteen (15) minute rest periods Monday through Thursday; and one (1) paid fifteen (15) minute rest period on Friday. Earned days and approved compensation time shall be credited as time worked. All excused absences (including sick leave) shall be credited as time worked.

Section 2. Subject, to the limitations set forth in ARTICLE III, Section 2, the Township will pay time and one-half of an employee's regular rate for all overtime worked in excess of forty (40) hours per week or work performed in any one work day in excess of nine (9) hours (Monday through Thursday) and six (6) hours on Fridays.

Section 3. When an employee is called in for emergency requirements and has not been notified of the emergency call eight (8) hours in advance or before he/she leaves work, subject to the limitations set forth in article III, Section 2, he/she shall be compensated according to the following schedule:

(a) If a Wastewater Division employee actually works less than one (1) hour, he/she shall be compensated for two (2) hours at time and one-half of his/her regular rate,.

(b) If a Roads Division employee actually works less than one (1) hour, he/she shall be compensated for four (4) hours at time and one-half of his/her regular rate, (b) If any employee works one (1) hour or more, he/she shall be compensated for four (4) hours minimum at time and one-half of his/her regular rate, (c) If an employee is called in for emergency duty pursuant to this section on a Sunday or a holiday, he/she may, in the sole discretion of the Director be compensated at two (2) times his/her regular rate for the minimum time increments set forth in paragraphs "(a)" and "(b)" above.

Section 4. When an employee is required to work in excess of eight (8) hours in any one twelve (12) hour period, the employee will be entitled to a meal allowance of Six and 00/100 Dollars (\$6.00) for every complete two (2) hour increment worked in excess of the initial eight (8) hour period. All meals shall be approved and scheduled by the superintendent or his designee prior to taking such meal.

Section 5. In addition to the rest periods detailed in Section 1 hereof, an employee shall be entitled to an additional fifteen (15) minute rest period during each succeeding four (4) hour period worked in excess of the regular eight (8) hour work day. The employee shall also be entitled to a fifteen (15) minute meal period for each meal as provided in Section 4 hereof, which shall be accumulated and taken as a one-half (1/2) hour meal period for each four (4) hours worked.

Section 6. There shall be no pyramiding of overtime or overtime computed on overtime.

Section 7. At the discretion of the Director, an employee will be offered compensatory time instead of overtime in accordance with the following conditions;

- a) A maximum of 100 hours compensation time can be accumulated within the same year.
- b) All compensatory time shall be used before December 31 of each year; however, twenty-four (24) hours of compensatory time shall be allowed to be carried over and must be used by June 30<sup>th</sup> of the following year.
- c) compensatory time must be utilized in half or full day increments only.
- d) compensatory time must be approved by the Director at least forty-eight (48) hours in advance unless there is a verifiable personal emergency, thereby a two (2) hour advance notice is required..
- e) The Director reserves the right to evaluate this clause annually and cancel this clause at anytime after disclosure and discussion with the Association.
- f.) Double time shall not be cashed in for compensatory time
- g) Double time shall not be divided between compensatory time and overtime.
- h) Overtime checks and regular pay checks shall be two (2) separate checks.

Section 8. If an employee is called back to work for a weather-related emergency within the three (3) hour period following the end of a normal work day, the employee will be compensated at one and one half times his/her regular rate. If the employee's assigned work causes him/her to work to the beginning of the normal start time of the following day ("Next Day") and that employee works the Next Day as a regular work day, said employee shall be compensated at one and one half times his/her regular rate ("Higher Rate") for the duration of the Next Day. If the employee is called into work for a weather-related emergency on a Sunday or Holiday (as defined herein) and he/she begins work up to three (3) hours prior to the beginning of the regularly scheduled start time of the Next Day, the employee will be compensated at one and one half times his/her regular pay if he/she works the entire Next Day as a regular work day. For sake of clarification, in order to be compensated at the Higher Rate, the employee must work continuously for a period beginning within three (3) hours of the end of his/her normal work day until the end of the Next Day on a day which is not a Sunday or Holiday; or work continuously for a period beginning at least three (3) hours before his/her regularly scheduled start time on a Sunday or Holiday until the conclusion of the Next Day.

By way of illustration: (1) Employee A finishes work at 3.30 pm on Day 1 and is called back to work at 6 pm for a weather-related emergency. Employee A works through the night until 6.30 am on Day 2 whereupon he/she begins work at his/her regular time and finishes at the regularly scheduled time. Employee A will be compensated at the Higher Rate for the period starting at 6.30 pm on Day 1 until the end of the regular day on Day 2. However, if Employee A finished his/her work before 6.30 am on Day 2, he/she will not be compensated for Day 2 at the Higher Rate; (2) Employee A is called to work for a weather-related emergency on a Sunday or Holiday and he/she begins work up to three (3) hours prior to his/her normal start time for the Next Day. Employee A then works through the night and he/she begins work at his/her regularly scheduled start time and works the entire Next Day as a regular work day. Employee A will be

compensated at one and one half times his/her regular rate for the Next Day (as long as he/she began work on the Sunday or Holiday, three (3) hours or more before his/her regularly scheduled start time for the Next Day) until the end of the Next Day. However, if Employee A finishes his/her work before the regularly scheduled start time for the Next Day, he/she will not be compensated for the Next Day at one and one half times his/her regular rate. Similarly, if Employee A does not finish his/her work before the regularly scheduled start time for the Next Day but does not work the entire Next Day as a regular work day, he/she will not be compensated for the Next Day at one and one half times his/her regular rate.

### **ARTICLE III - WAGES**

#### **Section 1.**

Effective January 1, 2018, each employee shall receive an increase of four percent (4.0%) over his/her 2017 base pay.

Effective January 1, 2019, each employee shall receive an increase of four percent (4.0%) over his/her 2018 base pay.

Effective January 1, 2020, each employee shall receive an increase of four percent (4.0%) over his/her 2019 base pay.

Effective January 1, 2021, each employee shall receive an increase of four percent (4.0%) over his/her 2020 base pay.

Effective January 1, 2022, each employee shall receive an increase of four percent (4.0%) over his/her 2021 base pay.

Effective Jan. 1, 2023, each employee shall receive an increase of three percent (3%) over his/her 2022 base pay.

**Section 2.** If an employee is required to perform work in a higher job classification for a period in excess of two (2) working days, said employee shall receive

the wage rate for such higher classification beginning on the first working day and thereafter for any such continuing period. In the event that an employee is required to perform overtime work in a higher job classification, he/she shall be paid overtime in accordance with the wage for such higher classification except in a situation where the higher job classification does not permit the payment of overtime wages. In the event the higher job classification does not permit overtime wages but does entitle the employee to compensatory time off, the employee may elect to take compensatory time or in the alternative, receive overtime pay at his/her normal overtime wage rate. Job classifications are defined in Addendum A of this Agreement.

**Section 3.** If an employee is assigned by the Director or Road Superintendent or Wastewater Superintendent or his designee to perform “operator work” for more than two (2) hours, the employee shall be compensated at a rate of the lowest paid operator for four (4) hours. If an employee performs “operator work” for more than four (4) consecutive hours, the employee shall be compensated at a rate of the lowest paid operator for eight (8) hours. This section shall not apply for any “operator work” classified as training or practice. “Operator work” performed at the Public Works property shall be considered training at all times.

**Section 4.** Any employee required to be on call for a consecutive period of seven (7) days (“Week”) shall receive additional compensation of two hundred (200) dollars for the Week. . Failure to respond to an emergency call in the Week will result in disciplinary action in accordance with Article XXII of this agreement.



## **ARTICLE IV - HOLIDAYS**

**Section 1.** There shall be thirteen (13) paid holidays/calendar year ("Holiday") during the Term of this agreement. These days shall be set by the Township Committee by Resolution each year at the Reorganization Meeting.

In addition to the Holidays, each employee hired prior to January 1<sup>st</sup> 2014 who has notified the Road Superintendent or Wastewater Supervisor in advance shall be entitled to have four (4) personal days off of his/her own selection annually, with pay during the Term of this agreement. Each employee hired after January 1<sup>st</sup> 2014 who has notified the Road Superintendent or Wastewater Supervisor in advance shall be entitled to have three (3) personal days off of his/her own selection annually, with pay during the Term of this agreement.

**Section 2.** Whenever a legal holiday or other day off falls on a Sunday, the succeeding Monday shall be observed as a holiday. Whenever a legal holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

**Section 3.** In the event a holiday named in the agreement falls during an employee's vacation period, such employee shall not receive an additional day's vacation. In no event shall a holiday named in Section I of this Article be counted as a vacation day.

## **ARTICLE V - VACATIONS**

**Section 1.** The following vacation schedule shall apply for all non-probationary employees:

(a) After six (6) months of continuous employment during the first calendar year of employment by the Township, an employee shall be entitled to one (1) day of vacation for each month worked in excess of six (6) months during that calendar year, not to exceed six (6) vacation days.

(b) During succeeding calendar years, an employee with one (1) or more years

of service who was hired prior to January 1 2014, shall be entitled to vacation in accordance with the following schedule.

<u>Years of Continuous Service</u>	<u>Days of Vacation</u>
1 to 5	10
6 to 12	15
13 to 19	20
20 to 25	25

(c) b) During succeeding calendar years, an employee with one (l) or more years of service who was hired after January 1, 2014, shall be entitled to vacation in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Days of Vacation</u>
1 to 7	10
8 to 15	15
15+	20

The amount of vacation depends on the amount of continuous service which the employee will attain before the calendar year ends.

Additional vacation days are to be used in accordance with the Personnel Policies of the Township of Long Hill, as amended from time to time and incorporated herein by reference.

**Section 2.** The employee's paycheck for his/her earned vacation time shall be provided to the employee prior to the start of his/her vacation time provided that a request for said check is made within a reasonable time period of the vacation date. In

addition, vacation time earned that is paid must be intended for the use of vacation within the same pay period.

**Section 3.** Seniority of employees shall be given due consideration in the selection of vacation periods, where consistent with work schedules.

**Section 4.** Any employee whose employment has been terminated for any reason except discharge for cause shall receive a prorated vacation.

**Section 5.** Vacation time may not be accumulated for more than one (1) year except by mutual agreement of the parties hereto.

## **ARTICLE VI- SICK LEAVE**

### **Section 1.**

(a) Employees shall receive seven (7) days of sick leave each year. Employees with less than one (1) year of service shall receive one (1) day of sick leave per month from the date of regular employment up to and including December 31, of the then current year, not to exceed seven (7) days.

(b) Employees that utilized less than seven (7) sick days in one calendar year shall have the option to a net cash incentive OR to accrue sick leave as defined in Section 3. Unused sick days may not be split between the cash incentive and accrual. The net cash incentive shall be determined as follows:

Number of unused sick days x daily pay rate.

(c) Employees shall not be eligible for the net cash incentive if the employee leaves Township employment prior to 12/31 of that calendar year.

(d) During the calendar year 2018 only, employees who have utilized all of his/her sick days shall be able to utilize vacation days or personal days in lieu of sick days without disciplinary action.

**Section 2.** For purposes of this Article, the following definitions shall control:

**SICK LEAVE** - Periods of time when an employee is unable to work because of sickness, illness, injury or other physical ailment that is not work related or a Workers Compensation injury. Sick leave may also be used for 1 hour units for tending to a member of the employee's immediate family who is seriously ill. "Immediate family" shall mean mother, father, spouse, child or foster child of the employee. All sick leave regardless of nature shall be charged against the sick time incentive.

**RETIREMENT** - Termination of employment by an employee who has more than ten (10) years of service with Long Hill Township. An employee's vested rights in the Public Employee's Retirement System or any other pension system shall be irrelevant in the context of this Article.

**Section 3.** Each employee's right to accrue sick leave benefits shall be governed by the following provisions:

(a) Any employee ~~1987~~ may accumulate an unlimited amount of sick time as that term is defined hereinabove. Any accumulated sick leave not used by the employee during his period of employment shall lapse at the time of the employee's retirement or separation from the department. Employees subject to this Section shall not be entitled to apply their accumulated sick leave toward either early retirement nor shall they be paid in one lump sum at the time of retirement or separation.

**Section 4.** During protracted periods of illness or disability, the Township may require interim reports on the condition of the employee from the attending physician. Sick leave with pay will not be allowed under the following conditions:

(a) If the employee, when under medical care, fails to carry out the orders of the attending physician.

(b) If, in the opinion of the attending physician, the employee is ill or disabled because of self-imposed or contributory causes.

(c) If, in the opinion of the attending physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

#### **ARTICLE VII - BEREAVEMENT LEAVE**

Employees are entitled to five (5) consecutive calendar days leave of absence for each death of an employee's immediate relative. Bereavement Leave shall not extend beyond eight (8) consecutive calendar days immediately following the death of a family member. "Immediate relative" includes spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave. Accommodations made be made for deaths occurring out of state or for religious purposes.

#### **ARTICLE VIII - JURY DUTY**

**Section 1.** Any employee who is absent from work because of jury duty shall be paid the difference between his/her regular straight-time rate of pay and the fee paid for jury service upon presentation of proper evidence of jury service and the amount of compensation received.

**Section 2.** Any employee who has been called to jury duty but has been excused shall immediately return to work.

#### **ARTICLE IX - HEALTH INSURANCE**

Employees shall contribute towards Health Benefit Costs consistent with enacted legislation of the State of New Jersey.

### **ARTICLE IX-A - DENTAL INSURANCE**

A dental plan will be offered through payroll deduction on a voluntary basis. The Township will not contribute to the plan and each participating employee will be solely responsible for his/her own premiums. The Association shall indemnify and hold the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the Township for the purpose of complying with this Article IX.

### **ARTICLE X - PHYSICAL EXAMINATIONS; VACCINATIONS**

During each year of this contract, the Township shall pay the deductible for each employee with physical examinations (including blood tests). The employee shall submit documentation that such examinations have been performed in order to receive such payment. The payment will be made via municipal voucher to the employee. In addition, if an employee voluntarily requests a Lyme Disease &/or Hepatitis A & B vaccination and it is not covered by their insurance, said vaccination cost shall be borne by the Township.

### **ARTICLE XI - UNIFORMS**

**Section 1.** The Township shall provide safety prescription glasses to each employee covered by this agreement as may be necessary, including eye examination (every other year) up to a maximum of two hundred dollars (\$200.00) for the glasses and sixty dollars (\$60.00) for the examination.

**Section 2.** The Township shall provide three (3) full initial uniforms upon appointment;

- (a) If permanent employment status is attained in the first half of a calendar

year, the employee shall be entitled to receive his/her full uniform allowance during the following calendar year; and

(b) If permanent employment status is attained in the second half of a calendar year, the employee shall be entitled to receive one-half (1/2) of the uniform allowance during the following calendar year.

**Section 3.** The Township will provide and Seven Hundred Fifty Dollars (\$750.00) per year thereafter for maintenance, uniform cleaning or replacement of required uniforms, one payment of \$375 in April and one payment of \$375 in October.

Failure to wear the uniform in a safe, clean and proper manner may result in disciplinary action.

**Section 4.** The Township shall reimburse each employee required to hold a Commercial Driver's License (CDL) the sum of \$35.00 per person during the Term of this Agreement.

## **ARTICLE XII - SENIORITY**

**Section 1.** Newly hired employees shall be considered probationary for a six (6) month period. Such employees may, during the probationary period, be terminated at any time without any recourse whatsoever.

**Section 2.** Seniority shall be computed and commence as of the date of last hire, including any time spent as a probationary employee, pursuant to Section I hereof.

**Section 3.** In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills and abilities to perform whatever work may be available.

**Section 4.** Employees on layoff shall be recalled in inverse order of layoff, provided the employee has the necessary qualifications, skills and abilities for the work available. The Township shall have the right to determine whether an employee has the necessary qualifications. The Township will not hire new employees while there are

employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall list refuse to accept such employment. An employee who is recalled shall receive the current rate of pay for that position at his former payroll level.

**Section 5.** The Association President shall, during his term of office, have top seniority for purposes of layoff and recall, provided he has the qualifications, skills and abilities to perform the work available. The Township shall have the right to determine such qualifications.

**Section 6.** Employees shall lose all seniority rights for the following reasons:

- (a) Voluntary resignation;
- (b) Discharge for just cause;
- (c) Failure to return to work within five (5) working days after being recalled from layoff and being notified by certified or registered mail, to his last known address, unless failure to return is due to actual illness or accident;
- (d) Five (5) days of unexcused absence; and
- (e) Engaging in other employment during excused absence for sick leave.

**Section 7.** A copy of the "Seniority List" shall be furnished to the Association upon request by the Township Administrator. The "Seniority List" shall set forth the names, job titles and dates-of-hire of all employees in the Association entitled to seniority.

### **ARTICLE XIII- GRIEVANCE PROCEDURE**

**Section 1.** It is the intent of the parties to this agreement that the grievance procedure herein shall serve as a means of peaceable settlement of any and all disputes concerning the interpretation or application of any clause herein, except that the matters exclusively reserved to the Public Employer in ARTICLE XXI hereof shall not be subject to arbitration.

**Section 2.** Any aggrieved employee shall present his grievance within five (5) working days of its occurrence, or such grievance will be deemed to be waived by the



Association and by the employee.

**Section 3.** In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1. The employee and the Association President or the employee, individually, but in the presence of the Association President, shall take up the complaint with the Supervisor. In the event the complaint is not satisfactorily settled within five (5) working days, the employee and the Association President shall sign a written complaint and forward the grievance to the next step in the procedure.

Step 2. The Association President will discuss the grievance with the Director. In the event that the grievance is not satisfactorily adjusted within five (5) additional working days, both parties shall complete and sign the grievance record form and forward the matter to the next step in the procedure.

Step 3. The Association President will discuss the grievance with the Administrator. In the event that the grievance is not satisfactorily adjusted within five (5) additional working days, both parties shall complete and sign the grievance record form and forward the matter to the next step in the procedure.

Step 4. The Association representative and the Township Committeeperson serving as a liaison to Public Works shall meet to discuss the grievance. Should the parties fail to reach an agreeable settlement, the grievance the matter shall be referred to the Township Committee for its consideration. Under this Article, Section 3 (Step 4) the Township Committeeperson in charge of a Public Works and the Township Committee shall have a minimum time of seven (7) days and maximum time of thirty (30) days to act on said grievance. The Township Committee may choose to contract with an independent party to investigate the complaint. In the event that the grievance is not settled before the Township Committee, the matter shall proceed to arbitration in accordance with ARTICLE XIV of this agreement.

**Section 4.** If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Township's last answer. If the Township does not answer an appeal of a grievance within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

#### **ARTICLE XIV - ARBITRATION**

**Section 1.** If a grievance is not satisfactorily settled under ARTICLE XIII, Section 3, Step 3, it may be submitted to arbitration by either party, provided notice in writing of the intent to do so is given to the other party within five (5) working days of the decision under ARTICLE XIII, Section 3, Step 3. However, if existing Statutes of the State of New Jersey make different provisions for arbitration the provisions of the State Statutes shall prevail.

**Section 2.** After giving notice of intent to arbitrate as provided in Section 1 above, the moving party must request the Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or modify any of the terms of this agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

#### **ARTICLE XV - SAFETY**

The Township shall establish, promote and enforce a safety program to protect the health and safety of its employees. The Township will comply with the provisions of the Public Employees Occupational Safety and Health Act, N.J.S.A. 34:6A-25 et seq., and the regulations promulgated there under, (N.J.A.C. 12:100-1 et seq.) and will not direct any employee to operate unsafe equipment or perform any task in violation of the

regulations.

Employee complaints regarding safety shall be subject to the grievance procedure. Fines resulting from management's clear directive shall be the responsibility of the Township. Employees are obligated to wear prescribed protective equipment and apply all safety measures.

## **ARTICLE XVI - ASSOCIATION RIGHTS**

**Section 1. Rights of Visitation.** The business agent or his representative or any officer of the Association shall have admission to the Township's premises at any time during working hours with reasonable notice for the purpose of ascertaining whether this agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises but shall first apply to the Township Administrator for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not in any way interfere with the operation of the department during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Township.

**Section 2. Personnel Files.** All employees have reasonable access to their own personnel files during Town Hall working hours. A copy of each document related to work performance placed in the personnel file shall be given to the employee in a reasonable time upon written request to the Township Administrator. The employee shall have the right to respond in writing to any document of an evaluatory nature in the file. Such response shall become a permanent part of the personnel file.

**Section 3. Printing of Agreement.** The Township will provide the Association with sixteen (16) copies of this Agreement.

## **ARTICLE XVII - DUES DEDUCTIONS**

**Section 1. Deductions.** Upon request, the Township Administrator agrees to have deducted from the salaries of those employees who authorize it, membership dues in the Association. Authorizations will comply with the provisions of N.J.S.A. 52:15-14.9(e). Deductions shall be made at the rate defined annually by the Association per month and the monies collected, together with records of any corrections, shall be transmitted to the Treasurer of the Association.

**Section 2. Changes.** If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Township Administrator written notice prior to the effective date of such change, and shall furnish to the said Administrator new authorizations from the employees showing the authorized deduction for each employee.

**Section 3. Indemnification.** The Association shall indemnify, defend, and save the Administrator of the Township and the Township harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of actions taken by the Township in reliance upon salary reduction authorization notices submitted by the Association.

**Section 4.** The above payroll deductions shall be the only deductions made by the Township Administrator for the benefit of any labor organization representing or purporting to represent the recognized bargaining unit.

## **ARTICLE XVIII - BULLETIN BOARDS**

Bulletin boards will be made available to the Association for the purpose of posting Association notices relating to meetings, dues, entertainment, health and safety and general Association activities.

## **ARTICLE XIX - NOTIFICATION OF JOB VACANCIES**

If in the event a job becomes available in the Department of Public Works which is intended to be covered by this Agreement it shall be posted on the bulletin board for a period of five (5) working days. Any employee may signify to the Township, specifically the Director in writing during that period of an interest in being considered for the opening.

#### **ARTICLE XX - NO STRIKE - NO LOCKOUT**

The Association agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise, with the Township's business and, further, that the Association will do everything in its power to prevent its members from participating in any such unauthorized activity. The Township agrees not to lock out or cause to be locked out any employee covered under the provisions of this agreement.

#### **ARTICLE XXI - MANAGEMENT**

**Section 1.** In order to effectively administer the affairs of the Association and to properly serve the public, the Township hereby reserves and retains unto itself, as employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Except as expressly modified by this Agreement, the Township's prerogatives include the following rights:

- (a) To manage and administer the affairs and operations of the Public Works Department;
- (b) To direct its working force and operations;
- (c) To hire, promote and assign employees;
- (d) To demote, suspend, discharge, or otherwise take disciplinary action against permanent employees for just cause and in accordance with law;

(e) To promulgate rules and regulations from time to time which may affect the orderly and efficient administration of the Public Works Department. It is understood that such rules and regulations affecting local working conditions will be instituted (insofar as possible) following the presentation of a Letter of Intent from the Administrator to one of the Association officers.

(f) None of the above shall be exercised in an arbitrary or capricious manner.

**Section 2.** None of the rules and regulations so formulated or changed shall be inconsistent with this Agreement.

## **ARTICLE XXII - RULES AND REGULATIONS**

**Section 1.** The Township has the right to continue to establish reasonable rules and regulations governing the departmental operations and the conduct of the personnel.

**Section 2.** In the event of a violation of any rule or regulation or for any other misconduct, the following procedure shall be followed:

**Step 1.** Verbal warning by Supervisor; Association President notified and nature of violation filed in employee's record. The Supervisor shall advise the employee that the next violation shall result in a written warning.

**Step 2.** For any subsequent violations, although different in nature, a written warning shall be forwarded to the employee and the violation shall be discussed with the Association President and the employee. The Supervisor shall advise that any subsequent violation shall result in a three (3) day suspension without pay.

**Step 3.** Any violation that progresses to Step 3 shall require that a conference be held with the Association President, the employee and an Association representative.

At this conference, the employee shall be advised that he is suspended for three (3) days without pay and that a subsequent violation will result in a suspension and/or discharge if appropriate.

**ARTICLE XXIII - PLEDGE AGAINST DISCRIMINATION**

Neither the Township nor the Association shall discriminate against any employee regardless of age, sex, color, marital status, race, creed, national origin, political or religious affiliation or Association activity.

**ARTICLE XXIV - DURATION OF AGREEMENT**

This Agreement shall become effective on January 1, 2018 and shall terminate on December 31<sup>st</sup> 2023 ("Term").

**ARTICLE XXV - CONCLUSIVENESS OF AGREEMENT**

This Agreement constitutes the final understanding and resolution by the parties on all bargainable issues which were or could have been the subject matter of negotiations between the parties.

**ARTICLE XXVI - SEVERABILITY**

Should any portion of this Agreement be held unlawful and/or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the agreement affected by such decision; whereupon the parties agree immediately to negotiate a substitute for the invalid portion thereof. If any portion of the Agreement is unlawful and affects the whole, the Agreement, shall be null and void.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and the corporate seals to be hereto affixed on the day and year first above written.

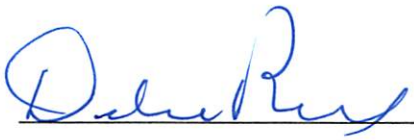

Attest:

  
\_\_\_\_\_  
Deborah Brooks  
Township Clerk


TOWNSHIP OF LONG HILL

  
\_\_\_\_\_  
Guy Piserchia, Mayor, Township

Attest:

  
\_\_\_\_\_  
  
\_\_\_\_\_

LONG HILL TOWNSHIP PUBLIC WORKS  
ASSOCIATION

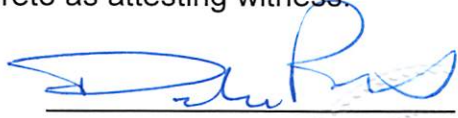
By:   
Secretary

By:   
President



STATE OF NEW JERSEY )  
  : SS.  
COUNTY OF MORRIS     )

BE IT REMEMBERED that on this 7<sup>th</sup> day of May, 2018, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Edward Duffy, who, being by me duly sworn deposes and makes proof of my satisfaction that he is the Secretary of the LONG HILL TOWNSHIP PUBLIC WORKS ASSOCIATION named in the within instrument; that Alessandro Gallo is the President of said Association; that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of said Association; and said instrument signed and delivered by said President as and for the voluntary act and deed of said Association, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.



**Deborah Brooks**  
**NJ Notary # 2451437**  
**Commission Expires: 09/15/2020**



COMMISSIONER

INDIAN

DEPARTMENT



## Addendum A

### Job Classifications

Title	Salary Range
Foreman, Equip. Operator, Truck Driver	\$85,000-\$110,000
Assist. Foreman, Equip. Operator, Truck Driver Class One	\$73,000-\$95,000
Equipment Operator, Truck Driver, Labor Class 1, Mechanic	\$65,000-\$85,000
Equipment Operator, Truck Driver, Laborer Class 1	\$60,000-\$78,000
Equipment Operator, Truck Driver, Laborer Class 2	\$58,000-\$75,000
Truck Driver, Laborer Class 1	\$55,000-\$75,000
Truck Driver, Laborer Class 2	\$49,000-\$68,000
Truck Driver, Laborer Class 3	\$46,000-\$65,000
Truck Driver, Laborer Class 4	\$39,000-\$55,000
Probationary Laborer	\$31,000-\$36,000
Wastewater Control Operator Class 1	\$58,000-\$74,000
Wastewater Control Operator Class 2	\$57,000-\$73,000
Wastewater Control Operator Class 3	\$56,500-\$72,000
Operator Helper Class 1	\$45,000-\$50,000
Operator Helper Class 2	\$40,000-\$46,000
Utility Person Class 1	\$50,000-\$72,000
Utility Person Class 2	\$48,000-\$71,000
Safety Officer	\$2,500
Probationary Laborer	\$31,000-\$36,000

## **Appendix A**

### **Drugs and Alcohol Policy:**

The Township recognizes that the possession or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. Any employee who is observed by a supervisor or department head to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or department head will immediately report any reasonable suspicions to the Administrator.

An employee will be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that the employee is impaired due to current intoxication, drug or controlled substance use, or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or department heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs on Township premises or during work hours by employees is strictly prohibited.

Employees must notify their supervisor within five (5) days of conviction for a drug or alcohol related violation, whether or not the violation occurred in the workplace.

Employees who are required to maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

Employees using prescription drugs that may affect job performance or safety must notify the Township Administrator who is required to maintain the confidentiality of any information regarding an employee's medical condition in accordance with the Health Insurance Portability and Protection Act. Township personnel who hold a CDL are subject to the provisions of the Commercial Driver's Licenses Drug and Alcohol Testing Policy. (A program to assist employees who may have a drug/alcohol problem is provided through the Township's Employee Assistance Program.)

No prescription drug should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over-the-counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs that are not prescribed in their name on Township property or while performing Township business. Soliciting prescription drugs for or to other employees is also strictly prohibited.

**TOWNSHIP OF LONG HILL  
RESOLUTION 18-155**


**RESOLUTION RATIFYING DPW 2018-2023 CONTRACT**

**WHEREAS**, the Township has negotiated a collective bargaining agreement with the Long Hill Township Public Works Association;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Long Hill in the County of Morris, State of New Jersey, that the collective bargaining agreement with the Long Hill Township Public Works Association for the period January 1, 2018 through December 31, 2023, a copy of which is on file in the Township Clerk's office, is hereby ratified.

Adopted by Township Committee on May 9, 2018.

I, Deborah Brooks, Township Clerk of the Township of Long Hill, County of Morris, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the Township Committee on May 9, 2018.

  
 \_\_\_\_\_  
 Deborah Brooks, RMC  
 Township Clerk

INTRODUCED	SECONDED	COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
		DORSI	X			
	X	MERINGOLO	X			
		PISERCHIA	X			
		RAE	X			
X		SCHULER	X			