

AGREEMENT

between the

TOWNSHIP OF UPPER DEERFIELD

and

UAW LOCAL 2327

**EFFECTIVE JANUARY 1ST, 2007
THROUGH
DECEMBER 31ST, 2010**

PREAMBLE

This Agreement, entered into this 1st day of Jan, 2007 by and between the Township of Upper Deerfield, New Jersey, hereinafter called the "Township" and UAW Local 2327 located at 598-600 Shiloh Pike, Bridgeton, New Jersey 08302, hereinafter call "Union", has as its purpose the promotion of harmonious relations between the Township and Union; the establishment of an equitable procedure for the resolution of grievances; and the establishment of rates of pay, hours of work, and other conditions of employment; and represents the complete and final understanding of all bargaining issues between the Township and Union.

RECOGNITION

In accordance with the "Certification of Representation" of the Public Employment Relations Commission dated March 18, 2005, the Township recognizes the Union as the exclusive collective negotiating agent for all full time and part time employees covered in the aforementioned certification and more specifically all blue-collar employees that are employed by the Township of Upper Deerfield, but excluding managerial executives, confidential employees, supervisors within the meaning of the Act, professional and craft employees, employed by the Township of Upper Deerfield.

MANAGEMENT RIGHTS

1. The Township of Upper Deerfield hereby reserves and retains unto itself those powers, rights, authority, duties and responsibilities conferred upon and vested in it by law, including but not limited to the right to (a) manage and administer the affairs of property and operations of the employer, (b) direct its working forces and operations and (c) hire, promote, assign and discipline employees in accordance with the law. The operation and management of the Township shall continue to be solely and exclusively the function and prerogative of the Township and any rights, functions, and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provisions of this agreement are reserved and retained to the Township. The Township shall not be deemed to or construed to have modified, diminish, or impaired any past practice, course of conduct, provision of its personnel manual, or otherwise, except by express permission of this agreement. By way of illustration, not in limitation of the foregoing, the right and power to select and hire employees, to suspend, discipline, demote or discharge them for cause, promote to supervisory or other positions as well as the assignment, transfer, and supervision and direction of all working forces in order to maintain discipline and efficiency among them and to determine the facilities, manner, method and means, equipment, procedures, and personnel required to conduct activities and job duties and the Township's right to promulgate rules and regulations and to exercise other customary functions for the carrying out of its business and operation shall be recognized as vested exclusively within the Township

2. The powers rights and duties and responsibilities of the Township and the exercise of the Township discretion shall be limited only by the requirement of

conformity with the laws of the United States and the laws of the State of New Jersey, and the rules and regulations and/or directive promulgated thereunder including to the New Jersey Department of Personnel, New Jersey Department of Public Employees Relations Commission and the terms of this collective bargaining agreement and the past practices of the Township when not in contravention with any of the foregoing.

NON-DISCRIMINATION IN EMPLOYMENT

It is the policy of the Township of Upper Deerfield to provide equal employment opportunity to all persons without regard to race, color, creed, sex, age, national origin, physical handicaps, physical conditions or diseases which may be reasonably accommodated, provided however that the Township reserves the right to seek appropriate medical advice or opinions with respect to any medical condition which may affect the health or safety of Township employees or the public and to take such reasonable action as may be required to protect the health and safety of employees and the public. The Township of Upper Deerfield promotes the full realization of this policy through positive, affirmative action. The Township of Upper Deerfield is fully committed to assuring equal opportunity and equal consideration to all applicants being considered for employment and Township employees with respect to such matter as personnel policies, recruitment and hiring, training, promotion, salaries, transfer, layoff or termination. It is the policy and intention of the Township of Upper Deerfield to comply with any and all Federal, State and Local Laws and Regulations dealing with nondiscrimination in the workplace in all respects.

JOB DESCRIPTIONS

Written Job Descriptions are to be provided as adopted by the Township Committee and amended or modified by resolution, for Public Works Staff. These job descriptions provide at a minimum, the job prerequisites, job duties and responsibilities, and other details related to each specific job.

The Township and Union agree that should the need arise to hire employees in the Water Department who require certifications as an operator or an employee who is designated as the operator of the system should achieve a water certification, the Township and Union shall agree to meet and negotiate with respect to job responsibilities and rate of pay.

SENIORITY

General Principle

Normally no rights shall accrue to an employee by virtue of seniority, except as specifically stated in State laws, municipal ordinance or in these policies, but in the scheduling of vacation periods or similar matters, where other factors are equal, preference shall be given to the employees with the longest period of service.

Computing Service Time

Seniority is not effective during the probationary period. Upon completion of the probationary period, seniority shall be considered to have accumulated from the date of employment and therefore shall accrue through all authorized leaves with or without pay; but shall terminate in the event of resignation or discharge for any reason, layoff of one (1) year's duration, failure to return to work when judged physically able to do so by the Township physician, failure to reapply for work within ninety (90) days after discharge from military service, absence due to illness of more than one (1) year unless additional leave is granted by the Township Committee, or acceptance of other employment during leave of absence unless expressly authorized by the Township Committee.

PROBATIONARY PERIOD

A three (3) month probationary and orientation period is provided for all employees, whether new or promotional appointments. Such probationary period shall not be applicable in cases of reappointment to a position required by law for an individual who previously held the said position. Supervision and evaluation shall be provided for the employee during the probationary period.

SEASONAL EMPLOYMENT

Seasonal employment shall not exceed the period of four (4) months during the calendar year. Seasonal employees compensated at an hourly wage rate for those titles noted shall be paid at the discretion of the Township not more than a rate provided for said titles and skills pursuant to this contract.

COMPENSATION

Salary Compensation

During the course of collective bargaining negotiations, an issue of pay adjustments arose with respect to several employees. The following clarify settlement of this issue.

Effective January 1st, 2007 adjustments:
Frank F. Wallace III - \$2,500.00 Increase
Luis G. Rivera - \$1,000.00 Increase
Jose Soler - \$1,000.00 Increase

Effective January 1st, 2007 all employees (including those with above adjustments) covered under this collective bargaining agreement shall receive four percent (4 %) increase added to their 2006 base salary.

Effective January 1st, 2007 all employees will receive a \$500 clothing allowance as a bonus (No receipts necessary). Part-time employees will have the same payment made except these employees will receive a \$250 clothing allowance as a bonus (No receipts necessary).

Effective January 1st, 2008 all employees covered under this collective bargaining agreement shall receive four percent (4 %) increase added to their 2007 base salary.

Effective January 1st, 2008 all employees will receive a \$500 clothing allowance as a bonus (No receipts necessary). Part-time employees will have the same payment made except these employees will receive a \$250 clothing allowance as a bonus (No receipts necessary).

Effective January 1st, 2009 all employees covered under this collective bargaining agreement shall receive four percent (4 %) increase and \$500 (market adjustment) added to their 2008 base salary. Part-time employees will have the same payment made except these employees will receive a \$250 (market adjustment) added to their 2008 base salary.

Effective January 1st, 2010 all employees covered under this collective bargaining agreement shall receive four percent (4 %) increase and \$500 (market adjustment) added to their 2009 base salary. Part-time employees will have the same payment made except these employees will receive a \$250 (market adjustment) added to their 2009 base salary.

Effective January 1st, 2007 the starting salary for public works full time employees will be \$9.00 per hour. The starting salary for part time custodial will be \$8.00 per hour.

Compensation Payments Upon Incapacity or Death

Unless otherwise specified by the Township Committee, any employee incapacitated while in the employ of the Township shall be paid his/her normal compensation for the month in which said incapacitation occurred and the next calendar month.

In the event of a full-time employee's death, salary shall be paid to a dependent surviving spouse through the month in which death occurs. Where no dependent spouse survives, a decision concerning payment to other surviving dependents shall be made by the Township Committee. Payment upon death is to be the full accrued salary plus such additional amount as the Township Committee may determine.

Public Employees Retirement System

Participation in the Public Employees Retirement System pension fund shall be required of all employees in accordance with State law. Where applicable, employees shall, as per said System regulations or at the employee's choice, also participate in contributory insurance.

In addition, the Township has reviewed the information available with respect to Public Employees Retirement System contributions for employees and had concluded the following: Providing PERS agrees, if employees earn \$1,500 in any given year irrespective of the starting date the Township will take such steps to include those employees in the Public Employees Retirement System and make such contributions as may be allocable to the Township for the years during which the employee, if otherwise eligible, was not included. The Township will contact PERS to determine what amount the Township contribution would have been and what amount the employee would have been responsible for during any prior period of temporary or part time employment.

Deferred Income

Employees may elect to participate in a deferred income program when approved by the Township Committee and offered. Such participation shall be entirely voluntary on the part of the employee.

Employee's Automobile

Reimbursement at a rate of \$.036.5 per mile and may be adjusted per IRS regulations, plus tolls, and parking charges, shall be allowed all employees who are required to use their personal vehicles while on Township business, or such other rate as may be authorized by the Township Committee by resolution. The use of an employee's automobile must first be authorized by the Township Administrator to be eligible for reimbursement.

Meals

When authorized by Township Administrator, reimbursement for actual amounts expended while on Township business which extends beyond normal working hours or involved in meetings, conferences and seminars relating to Township business are as follows: As a rule, the Township will reimburse meal costs based on the following: breakfast - \$10.00, lunch - \$10.00, and dinner - \$30.00. Total reimbursement shall not exceed \$50.00 per diem.

Work Related Educational Expenses

If a job title requires specific course work to be taken then the employee shall obtain approval for the course work from his/her department head and from the Township Administrator. An employee may also request reimbursement for course work which is not required, but which is deemed by the Township Administrator to be useful and related to the employee's job duties and responsibilities. For purposes of determining a course's usefulness or relationship to a job, the Administrator may rely on the course description, who is offering the course, the recommendations of the employee's department head, and the nature and purpose of the course in relation to the employee's job duties and responsibilities. Such course work is to be scheduled, wherever possible, to cause the least disruption to staffing. The Township will pay for educational courses and examination registration or certification expenses subject to the following:

- A. All course work taken by the employee shall be related to the employee's position and shall be approved by the Township Administrator prior to registration.
- B. Course fees shall be reimbursed by the Township in the amount of one half of the cost thereof at the time of registration and one half thereof at the time of successful completion of each course.
- C. If a course of study is not successfully completed by the employee, then the employee shall reimburse the Township the amount paid by it. Reimbursement for such amounts may be accomplished through deduction from the employee's earnings from the Township.
- D. The Township shall reimburse the employee for mileage to and from the location where approved classes or examinations are held. With prior approval of the Township Administrator the Township may also reimburse for overnight lodging and/or meals in connection with courses or examinations being given at a distance from the Township. The employee's time for traveling to and from and attending any course of study shall not be compensable time.
- E. In the event that the employee successfully completes all course study and work as required as part of the employee's job or determined at the time of

approving the course to be reimbursable under these policies because of the course's relevance to the employee's job, then the employee shall agree in writing prior to course approval, to work for the Township of Upper Deerfield for a minimum of two years following the completion of the course work and related certification, if required. In the event that an employee does not work two years following the completion of either course work or certification then the cost of tuition and course materials shall be reimbursed by the employee to the Township of Upper Deerfield, pro rata based upon the amount of time the employee worked for the Township following the date of course completion or certification up to a period of two years. An employee who works 15 days or more during a given month shall be given credit for that month. For example, if an employee works 5 months and 15 days after course certification or course completion, whichever is later, and the employee leaves at the end of 5 months and 15 days, the employee would be required to reimburse the Township 25% of the cost of tuition and course materials. In the event that employee shall cease working for the Township after attaining certification or completion of course work by reason of disability, death, or failure of the Township Committee to reappoint the employee, then any reimbursement required under this subsection shall not apply. The Township Committee may otherwise waive or modify the terms of repayment required by this subsection as they may deem necessary or appropriate.

EMPLOYEE BENEFITS

Pension

The Township will participate with the employee in the New Jersey Public Employees Retirement System pension and life insurance program.

Workers' Compensation and Disability Insurance

The Township shall provide, without cost to the employee, such workers' compensation and disability insurance as may be required under the statutes of the State of New Jersey. Coverage is effective immediately upon employment. Income and medical coverage is incurred for periods of incapacitation. All accidents, regardless of how minor they may be, incurred while at work, shall be reported immediately to the Department Head, Supervisor and Township Administrator.

Automobile Liability Insurance

The Township carries liability coverage for all employees driving Township vehicles. Liability insurance coverage for employees using personal vehicles on township business is provided as follows:

1. Automobile Liability – The employee’s automobile liability would respond as primary coverage for the employee and in the event the loss exceeded the employee’s coverage limits, the Township’s policy would respond as excess for the employee and it would also respond as primary coverage for the Township in the event that they were named in a suit.
2. Workers’ Compensation – In the event that an employee was injured while using a personal vehicle on municipal business they would be covered by the Townships workers’ compensation coverage.

Health, Dental and Life Insurance

All employees who work thirty (30) hours per week or more are eligible to participate in the Township sponsored health, dental and life insurance programs. Eligible dependents of said employees, as determined by the health and dental insurance program in effect, shall be covered as well. The premium for said health, dental and life insurance as provided by the Township will be paid for by the Township. Details of the health, dental and life insurance programs will be provided to all employees eligible at the time of employment. Eligible employees shall be enrolled at the time of hiring in the life insurance program, and if they so choose, the health and/or the dental insurance program with coverage commencing on the first of the following calendar month.

Upon retirement, with a minimum of twenty-five (25) years of employment or service credit with the Township, the employee will be entitled to continuation of current health benefits from the Township, at the expense of the Township. The health benefits will cease, when the employee/retiree reaches the age to enroll in the federal medicare program, or after five (5) years, whichever is first to occur.

HOURS OF WORK, BREAKS, OVERTIME

Work Time

With the exception of the custodian of the convenience center, employees of the bargaining unit shall work eight (8) hours per day, forty (40) hours per week, Monday through Friday. The custodian of the convenience center who shall, at the election of the Township, work either a four (4) day work week from 8:00 a.m. through 5:00 p.m. with one (1) hour unpaid for lunch and two fifteen (15) minute paid breaks or, in the alternative, an eight (8) hour day, five (5) days a week, according to the remaining terms of this agreement.

Effective January 1st, 2007; new hires who perform services in the water utility and at the convenience center shall work five consecutive days as scheduled by the Township to properly staff these facilities. All other facilities will be staffed on a Monday through Friday work week.

Work Breaks

All employees working between four (4) and seven (7) hours per day shall be permitted one (1) fifteen (15) minute break per day. Lunch periods shall normally be for one (1) hour, and for at least a minimum of one half hour. Employees working eight (8) hours per day shall be permitted two (2) fifteen (15) minute breaks per day and lunch periods shall be normally for one (1) hour.

Overtime

Employees may be required to work in excess of the hours designated as the normal work week for their job title. Any employee who is authorized or required to work beyond forty (40) hours per week / eight (8) hours per day for their job title shall be compensated by cash at one and one-half (1 ½) time the regular pay. Overtime scheduled on Saturday shall be compensated and one and one-half (1 ½) time the regular pay for all hours worked. Holidays, personal, vacation and sick days shall be treated as time worked for purposes of calculating overtime.

Instead of overtime pay, employees may elect to take compensatory time off at the rate of time and one half if specifically approved by the administration. The compensatory time must be taken within thirty (30) days of the accrual unless an extension of the thirty (30) days is granted by the Administrator, but in no case shall such extension be for more than an additional thirty (30) days.

Call Back Pay

Employees called into work on their off-days or recalled to work after completion of their schedule work day shall receive a minimum guarantee of four (4) hours compensation.

INVOLUNTARY TRANSFERS OR LAY-OFF

The Employer agrees that in the event it determines that a reduction in the work force or involuntary transfers of bargaining unit employee's should be implemented, it will provide the Union with advance notice before any such proposed changes are scheduled to take effect, and that the Township will meet with the Union to discuss the proposed changes. In the event that an involuntary transfer or reduction of the work force is affected, seniority will be a factor and the least senior employee within the affected job classification shall be transferred, if qualified, or laid off.

HOLIDAYS

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Presidents Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Election Day (*)
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

(* Or another day as determined by the Township Committee)

When one of the holidays listed above falls on a Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on a Sunday, the following Monday will be observed as the holiday.

An employee who must work on a Township recognized holiday shall receive overtime as explained in overtime article.

VACATION

A. Computation of Vacation Allowance – Full-time employees accrue vacation days on a monthly basis using the following schedule which is based upon their period of employment:

- (1) Ninety (90) days to One (1) year – One (1) day for each month of employment, retroactive to the date of hiring.
- (2) One (1) year to Three (3) years – Twelve (12) days per year.
- (3) Four (4) years – Thirteen (13) days per year.
- (4) Five (5) years – Fourteen (14) days per year.
- (5) Six (6) years to Ten (10) years – Fifteen (15) days per year
- (6) Eleven (11) years and Over – Fifteen (15) days plus One (1) day for each year over Ten (10) years to a maximum of Thirty (30) days per year.

Vacation time may be granted during the first ninety (90) days of employment up to a minimum of three (3) days, if approved by the Administrator.

Vacation earned will be calculated on the anniversary date of employment.

B. Scheduling of Vacation Time

All employees are required to obtain approval and schedule all vacation time in writing to the Administrator's Office or in the case of Public Works personnel, the Township Maintenance Supervisor. Scheduling of 50% of all earned time off must be complete by the end of May of each year. The remainder of each employee's time off must be scheduled by the end of September. Seniority shall be a governing factor when scheduling vacation, any adjustments after the scheduling period shall be honored on a first come first serve basis.

All vacation time must be submitted in writing to the Township Administrator or Township Maintenance Supervisor at least three (3) weeks in advance. For requests involving less than one (1) week off from work, at least seventy-two (72) hours notice in advance shall be required.

At least two thirds of earned vacation time must be taken in minimum of three (3) day periods. For example, a person entitled to twelve (12) vacation days would not be allowed to take more than four (4) one (1) day periods as vacation days.

Each employee's request will be honored as closely as possible. Primary consideration in scheduling and approving requested vacation time is provision of proper and adequate office staffing for the administration of Township business. The employee's position, responsibilities, seniority and personal preference (in that order) shall be secondary governing factors. The Township reserves the right to withhold vacation allowance until all unfinished work has been completed.

Holidays which occur within a scheduled vacation period shall not be considered as part of the vacation allowance. Additional days shall be granted.

C. Use of Earned Vacation Time

Vacation time earned must be used prior to January 1st of the year following the year in which said vacation time was earned and not more than four (4) days of vacation time earned the prior year may be carried over to a succeeding year. Under extenuating circumstances vacation time may be carried over to succeeding years when approved by the Township Administrator.

Extra payment in cash shall not be made in lieu of vacation time. Unused earned vacation time shall be lost if not taken as provided herein.

Upon termination of employment, an employee shall be paid for unused earned vacation provided that said employee:

1. has been employed by the Township at least 12 months,
2. has given the required written notice, and

3. is not being dismissed for misconduct or improper actions. The required number of written days' notice shall not include any time for scheduled vacation. The effective date of an employee's resignation is his/her last day of work. If the effective date of resignation is on any other than the last day of the month, he/she shall earn vacation time for that portion of the month he/she has worked as follows:

1. If said employee resigned between the 1st and the 7th, he/she earns none;
2. Between the 8th and 22nd inclusive, he/she earns one-half of his usual monthly allowance;
3. On or after the 23rd he /she earns a full monthly allowance

LEAVE OF ABSENCE WITH PAY

Sick Leave

All employees working thirty (30) hour per week or more are eligible for sick leave for actual illness is allowed with pay accrued on the basis of one and one quarter (1 ¼) working days for each full month of employment. Sick leave may be accumulated without limit. Sick leave shall not be converted into cash, time off or vacation time, except upon qualified retirement. A physician's statement may be requested in the event of a continued absence of more than five (5) days or too frequent absences due to illness or non-work related injury. Sick leave will accumulate from the date of employment. When illness occurs within a period of vacation leave, the period of illness may be, based on a statement from a physician, charges as sick leave and the charge against the employee's vacation time shall be reduced accordingly.

The immediate supervisor of the ill person should be notified as soon as possible on the first day of illness and the supervisor is to notify the Administrator's office as soon as he or she is notified of an absence due to illness.

In exceptional circumstances, additional sick leave may be granted, with or without pay, at the discretion of the Township Committee. All sick leave will terminate as of the date of separation, except qualified retirement, and no reimbursement for said sick leave accumulated at termination will be forth coming. Qualified retirement means the employee has worked for the Township for at least ten (10) years, and has been approved to receive a pension from PERS. Payment for unused sick leave upon retirement will be made for one-half (½) of the unused leave, at the employee's final rate of pay up to a maximum payment of \$7,500. Payment may be in full or in a manner elected by the retiree not otherwise contrary to the law.

Abuse of sick leave is prohibited and will be cause for disciplinary action. Abuse of sick leave is defined as use of leave for purposes other than defined in this policy, and in addition, using sick leave in a pattern of absences.

Part time employees who work less than thirty (30) hours per week are not entitled to such sick leave except in the case of special granting of such sick leave by the Township Committee.

Funeral Leave

Up to three (3) days of paid funeral leave will be granted in the event of death in the full time employee's immediate family. For the purpose of this section immediate family shall include all relatives except aunts, uncles, sisters-in-law, brothers-in-law and cousins. One (1) day of paid funeral leave will be granted in the event of death of an employee's aunts, uncles, sisters-in-law, brothers-in-law and cousins.

Educational Leave

Upon the approval of the Township Committee, employees may be allowed a leave with pay for attending educational short courses or seminars.

Personal Leave

Full time employee will be allowed a maximum of three (3) days, with pay, per year for personal reasons. The absence shall be scheduled at least one (1) week in advance with the Administrator, or, if this is prevented by emergency, reported as soon as possible.

Jury Leave

All employees shall be granted leave for jury duty with pay, less reimbursement pay from the court. Compensation for jury duty may be retained by the employee.

Marriage Leave

An employee being married with less than one (1) year of service shall be allowed one (1) day leave with pay. An employee with more than one (1) year of service shall be allowed three (3) days leave with pay.

Military Service Leave

In the event an employee is drafted or activated into active military service, seniority for purpose of establishing advancement, salaries, vacation time and other benefits related to years of service will accrue during the employee's period of active military service.

LEAVE OF ABSENCE WITHOUT PAY

Maternity Leave

Employees who have completed one (1) or more years of continuous service may request a maternity leave of absence without pay by submitting such request to the Township Committee. Seniority will not be interrupted during this leave, and prior to taking such leave, the employee will be entitled to the use of all unused accrued benefits. Maternity leave of absence will normally end within a period not to exceed three (3) months after the birth of the child, unless extended by the Township.

Other Leave

Employees will be permitted to take a maximum of five (5) working days per year without pay when used as an extension of vacation, upon approval of the Township Committee. Leave for prolonged periods of illness and advance education may be granted upon approval of the Township Committee. Such absences shall not affect the employee's employment status; however, the employee shall not accrue additional benefits during the leave without pay. Paid employee health benefits will terminate after thirty (30) days of official leave, unless continuation of benefits is approved in advance by the Committee.

Family Medical Leave Act

In accordance with the Family Medical Leave Act of 1993 (FMLA) employees are eligible to be granted up to twelve (12) weeks unpaid, job protected leave each year for family and medical reasons as defined in NJSA 34:11B-1. Employees must have worked for the Township for at least twelve (12) months and have worked at least 1,250 hours over the previous twelve (12) months to be eligible for this leave. Employee medical benefits will continue under this provision for unpaid leave.

It is not required that the leave be taken all at one time, intermittent leave or reduced leave (less than twelve (12) weeks) can be taken if the employee or a covered relation has a serious health condition, provided intermittent or reduced leave is medically necessary. In addition, an employee with more than one qualifying event within a twelve (12) month period is not entitled to a separate twelve (12) week period for each event.

FMLA – Procedure

The employee shall be required to submit to the Township Administrator a written notice that leave will be taken, indicating the amount of leave to be taken and the reason for the leave. If the leave involves an illness, a medical certification shall be submitted along with the leave notice.

a. If the leave is foreseeable, the employee shall be required to provide at least thirty (30) days notice prior to the leave beginning.

b. The Township has the option of requiring that an employee utilize accrued vacation, sick and personal leave time for leaves under the FMLA.

HEALTH AND SAFETY

The township has established a safety program designed to protect employees and prevent, to the greatest extent possible, accidents in the work place. To this end, employees are required to comply with safety regulations and become actively involved in promoting safety. The Township committee may establish or implement specific programs of safety requirements which are mandatory for affected employee. Employees shall comply with back safety belt utilization as set forth in the Township personnel manual (page 29). In addition, safety regulations, equipment and requirements as may be required or recommended by the Joint Insurance Fund of which the Township is a member may be implemented and employees shall comply with safety requirements mandated or recommended by the Joint Insurance Fund of which the Township is a member and if such practices or equipment are recommended only, then the Township Committee shall retain the discretion to require the such recommendations be complied with by employees with respect to safety in the work place.

BULLETIN BOARDS

A bulletin board shall be allowed by the Township at the Public Works Building for the use of the union for the purpose of posting union announcements. Political or derogatory materials shall not be posted.

STEWARDS

It is agreed that there shall be one steward representing the bargaining unit. The steward will be responsible to administer the collective bargaining agreement and shall conduct their business wherever possible on non-working time. When it is necessary to do it on working time, interference with work shall be kept to an absolute minimum. The steward shall notify and get approval from their supervisor prior to leaving their work area and such approval shall not be unreasonable withheld.

UNION VISITATION

Union representatives may visit Township facilities for purposes of administering this Agreement. There shall be no undue interference with work. Except in emergent circumstances, union representatives shall give notice to the Township Administrator of any scheduled visit.

UNION CHECKOFF

Union Dues, Initiation Fees and Assessments

Upon receipt of written authorization from employees the Township shall deduct regular union dues, initiation fees and assessments. Employees who have not signed and submitted to the Township a written authorization allowing the deduction of regular union dues, initiation fees and assessments shall be required to pay to the Union a representation fee in lieu of dues in the amount not to exceed 85% of such regular dues.

The dues applicable to employees who have submitted written authorization will be 1.50% of the employee's regular salary. A pro-rata representation fee shall be deducted from all non-members on the following basis: $(0.85\%) \times (0.015)$ of the employee's regular salary. Deductions shall be biweekly from the employee's pay and forward to the Union no later than the 10th day of the following month.

The Union agrees to indemnify and save the Township harmless from any liability arising because of action taken by the Township pursuant to this Article.

UAW V-CAP

During this agreement, the Township agrees to deduct from the pay a voluntary contribution to UAW V-CAP, provided that the employee executes the following "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form.

Deductions shall be made only in accordance with the provisions of and in the amount designated in said "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form, together with the provisions of this section of the agreement.

A properly executed copy of the "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Township before any such deductions are made.

Deductions shall be made, pursuant to the form received by the Township from the employees first pay period in the first month following receipt of the check-off authorization card and shall continue until the check-off authorization is revoked in writing by the employee. The Township agrees to remit said deductions promptly to UAW V-CAP, in care of the International Union, UAW. The Township further agrees to furnish UAW V-CAP with the name, address and social security number and date of last authorization of those employees from whom deductions have been made.

GRIEVANCE PROCEDURE

Purpose

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

There shall be no meeting of administration which results in disciplinary action unless the employee has been given the right to have a union representative present with them.

Definition

The term "Grievance" means any complaint, dispute or controversy concerning the interpretation, application or operation of this agreement. Only one subject matter can be conferred in any one grievance and the article number must be specified on the grievance form.

The Township and the Union agree in conjunction with the grievance procedure that each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

Grievance Procedure

Step One

The grievance shall be taken up with the employee's Supervisor, in writing within five (5) working days of the occurrence or within five (5) working days, after the employee would reasonably be expected to know of its occurrence. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of a grievance, the Supervisor shall then attempt to adjust the matter and shall respond within five (5) working days.

Step Two

If the grievance has not been settled, it shall be presented in writing, by the Union and the employee to the Township Administrator within five (5) working days following the determination of Step 1. The Township Administrator shall meet with the Union and grievant and respond in writing within five (5) working days, after the receipt of the grievance.

Step Three

If the grievance still remains unadjusted, it shall be presented by the Union and grievant to the Township Committee in writing within five (5) working days after the response from the Township Administrator is due. A hearing may be requested before the Township Committee. The Township Committee will render its decision within thirty (30) days of its receipt of the grievance.

Either the Union or the Township may appeal any decision of the Township Committee to the State of New Jersey, Public Employment Relations Commission.

FULLY BARGAINED PROVISIONS

Except as otherwise set forth herein, this Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargaining 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 of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

DURATION

This Agreement shall be effective as of January 1st, 2007 and continue until December 31st, 2010.

This Agreement shall automatically renew itself on a year-to-year basis after the initial one year term unless either party gives at least sixty (60) days notice to terminate or modify this Agreement, and it shall remain in full force and effect during the period of negotiation and until the new Agreement is formally agreed to.

This Agreement between the Township of Upper Deerfield and UAW Local 2327 has been executed this 20 day of NOV, 2007.

Township of Upper Deerfield

C. Kenneth Hill
[Signature]

UAW Local 2327

Trav Smith 11-20-07
David L. Ragan
[Signature]
