

Township of Long Hill

and the

Long Hill Township Public Works
Association

Contract

January 1, 2009 through July 1, 2012

Approved October 2009

TABLE OF CONTENTS

Agreement	2
Article I - Recognition.....	2
Article II – Hours of Work & Overtime.....	2
Article III – Wages.....	5
Article IV – Holidays.....	6
Article V – Vacations	7
Article VI – Sick leave	9
Article VII – Bereavement Leave	11
Article VIII – Jury Duty	12
Article IX – Health Insurance	12
Article IX(a) – Dental Insurance	13
Article X – Physical Examinations: Vaccinations	13
Article XI – Uniforms	13
Article XII – Seniority	14
Article XIII – Grievance Procedure	15
Article XIV – Arbitration	17
Article XV – Safety	17
Article XVI – Association Rights	18
Article XVII – Dues Deductions	19
Article XVIII – Bulletin Boards	19
Article XIX – Notification of Job Vacancies	19
Article XX – No Strike – No Lockout	20
Article XXI – Management	20
Article XXII – Rules and Regulations.....	21
Article XXIII – Pledge Against Discrimination	21
Article XXIV – Duration of Agreement	22
Article XXV – Conclusiveness of Agreement	22
Article XXVI – Severability	22
Execution of Agreement	23
Notary	24
Drug & Alcohol Policy	Appendix A

AGREEMENT

THIS AGREEMENT made and entered into this 28th day of October 2009 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." 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 be from 6:30AM to 3:30PM Monday through Thursday and 6:30 to 12:30 Friday from November to March and 6:00AM to 3:00PM Monday through Thursday and 6:00 AM to 12:00 Noon April through October with management review for possible extension. 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. The Township will pay time and one-half for all overtime worked in excess of forty (40) hours per week and/or all work performed in excess of nine (9) hours (Monday

through Thursday) in any one work day,(6) hours on Fridays subject however, to the limitations set forth in ARTICLE III, Section 2.

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, he shall be compensated according to the following schedule:

(a) If the Wastewater Division employee actually works less than one (1) hour, he shall be compensated for two (2) hours at time and one-half of his regular rate, subject, however, to the limitations set forth in article III, Section 2.

(a) If the Roads Division employee actually works less than one (1) hour, he shall be compensated for four (4) hours at time and one-half of his regular rate, subject, however, to the limitations set forth in article III, Section 2

(b) If the employee works one (1) hour or more, he shall be compensated for four (4) hours minimum at time and one-half of his regular rate, subject, however, to the limitations set forth in ARTICLE III, Section 2.

(c) If the employee is called in for emergency duty pursuant to this section on a Sunday or a holiday, he may, in the sole discretion of the Director be compensated at two times (2x's) his regular rate for the minimum time increments set forth in paragraphs "(a)" and "(b)" above.

(d) Wastewater Department employees shall receive one (1) hour minimum compensation for screen cleaning.

Section 4. When an employee is required to work in excess of eight (8) hours in any one 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. An employee shall be entitled to (2) two fifteen (15) minute rest period during every eight (8) hour work day (morning and afternoon) and 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. An employee called for stand-by service shall be compensated under this agreement for such stand-by service.

At the discretion of management, management will offer 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, 24 hours of compensatory time shall be allowed to be carried over and must be used by June 30th of the following year.
- c) compensatory time must be utilized in half or full day increments only.
- d) compensatory time must be approved by Supervision at least 48 hours in advance unless there is a verifiable personal emergency, thereby a 2 hour advance notice is required..
- e) Management 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 separate.

ARTICLE III - WAGES

Section 1.

Effective July 1, 2009, each employee shall receive an increase of 3.0% over his 2008 base pay.

Effective July 1, 2010, each employee shall receive an increase of 3.0% over his 2009 base pay.

Effective July 1, 2011, each employee shall receive an increase of 3.0% over his 2010 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 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 normal overtime wage rate.

Section 3. If an employee is assigned by the Director or Road Superintendent or Wastewater Superintendent or his designee to perform "operator work" for the Township for more than 2 hours, the employee shall be compensated at a rate of the lowest paid operator for 4 hours. If an employee performs "operator work" for the Township for more than 4 consecutive hours, the employee shall be compensated at a rate of the

lowest paid operator for 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. If an employee is assigned to work the night shift, he shall receive a pay differential of ten percent (10%) over and above his regular wage rate for the period during which he works the night shift.

Section 5. Any employee required to be (on call) for an entire week (7) days shall receive additional compensation of \$75.00 per week plus (4) hours comp. time. Failure to respond to an emergency call out may result in disciplinary action in accordance with Article XXII of this agreement.

ARTICLE IV - HOLIDAYS

Section 1. There shall be thirteen (13) paid holidays during the term of this agreement. The following days will be recognized as holidays under this agreement:

- New Years Day
- Martin Luther King Day
- Washington's Birthday
- Good Friday
- Independence Day
- Memorial Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day following Thanksgiving Day

Christmas Eve Day

December 25th Christmas Day

The Township Committee shall pass a Resolution at the Re-Organization Meeting identifying the dates of which the Holidays will be observed.

In addition to the above listed holidays, each employee who has notified the Road Superintendent or Wastewater Supervisor in advance shall be entitled to have four (4) personal days off of his 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 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 shall be entitled to vacation in accordance with the following schedule.

Years of Continuous Service Days of Vacation

1 to 5	10
6 to 12	15
13 to 19	20
20 to 25	25

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

For 2009 only, four (4) additional vacation days are allocated in consideration for the elimination of the “net” provision in this section. Additional vacation days are to be used prior to December 31, 2009 in accordance with the Personnel Policies of the Township of Long Hill.

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. Public employees shall receive twelve (12) days paid sick leave each year after one (1) year of service. 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 twelve (12) days.

Employees with more than one (1) year of service who utilize six (6) or fewer sick days in any one calendar year during the term of this contract shall be entitled to a net cash incentive as follows:

<u>Number of Sick Days Used</u>	<u>Cash Incentive</u>
2 or less	\$600.00 net
3	400.00
4	300.00
5	200.00
6	100.00
7 or more	0.00

This incentive program shall not be affected by time off due to suspension or work related injuries or illness for which the employee received workers' compensation benefits.

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 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 hired after January 1, 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.

(b) Those employees hired before January 1, 1987 who had less than thirty (30) days of sick leave accumulated as of December 31, 1986 shall be allowed to accumulate up to thirty (30) days of sick leave, which time will be logged in the employee's personnel record. At the time of their retirement, employees covered by this Section shall have the option of applying up to thirty (30) days of accumulated sick leave toward early retirement or being paid for up to thirty (30) days of accumulated sick leave in one lump sum at the employee's regular salary rate at the time of retirement.

Those employees covered by this Section may accrue an unlimited amount of sick leave over and above the initial thirty (30) days. For all days in excess of thirty, employees subject to this Section shall at the time of retirement be paid one (1) days pay for every two (2) days of accumulated sick leave up to a maximum of one hundred twenty (120) days (which shall include the initial 30 days) at the employee's hourly rate of pay then in effect.

(c) Those employees hired before January 1, 1987 who had more than thirty (30) days of accrued sick leave as of December 31, 1986 will have that number of days frozen as of

that date. That number will then be logged in the employee's personnel record and at the time of his retirement, the employee will have the option of either applying that sick leave toward early retirement or being paid in one lump sum at his regular salary rate in effect at the time.

Those employees covered by this Section may accrue an unlimited amount of sick leave over and above the amount frozen as of December 31, 1986. For all days in excess of that number, employees subject to this Section shall at the time of retirement be paid one (1) days pay for every two (2) days of accumulated sick leave up to a maximum of one hundred twenty (120) days (which shall include the initial number of frozen days) at the employee's hourly rate of pay then in effect.

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 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

The Township shall pay the entire cost of the present hospital and medical insurance program, more specifically, the New Jersey State Division of Pensions State Health Benefits Program. A qualified employee may waive health benefits coverage in accordance with any plans adopted by the Township Committee.

Effective July 1, 2009, each employee covered under this agreement shall pay \$5.00 per pay period towards Health Benefit Costs.

Effective January 1, 2010, each employee covered under this agreement shall pay \$5.00 per pay period towards Health Benefit Costs.

Effective January 1, 2011, each employee covered under this agreement shall pay \$7.50 per pay period towards Health Benefit Costs.

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 or her own premiums. The Association shall indemnify and save 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.

ARTICLE X - PHYSICAL EXAMINATIONS; VACCINATIONS

During each year of this contract, the Township shall pay the deductible for each employee of the Department of Public Works with physical examinations (including blood tests) and shall the employee shall submit documentation that such examinations have been performed. The deductible will be made via municipal voucher to the employee. In addition, if an employee voluntarily request 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 \$200.00 for the glasses and \$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 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 Six Hundred Fifty Dollars (\$650.00) per year thereafter for maintenance, uniform cleaning or replacement of required uniforms, one payment of \$325 in April and one payment of \$325 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 length of contract (3 years)

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 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 Supervisor 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 upon request. 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 Public Employer will provide the Association with fifteen (15) copies of this Agreement.

ARTICLE XVII - DUES DEDUCTIONS

Section 1. Deductions. Upon request, the Administrator of the Public Employer 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 Administrator of the Township 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 Public Employer, 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 Public Employer 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 Public Employer'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, 2009 and shall terminate on July 1, 2012.

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:

TOWNSHIP OF LONG HILL

Christine Gatti
Township Clerk

George Vitoreira , Mayor

Attest:

LONG HILL TOWNSHIP PUBLIC WORKS
ASSOCIATION

By:

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

BE IT REMEMBERED that on this day of , , before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, 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 _____ 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.



Township of Long Hill

County of Morris

Township Administrator's Office

Inter-Office Memo

Date: April 15, 2010

To: Mark Kressbach – DPW Association President
From: Richard J. Sheola – Township Administrator
Re: Contract Amendment

The Long Hill Township Department of Public Works Association agrees to defer the contractual increase scheduled for July 1, 2010 to January 1, 2011 and; The Long Hill Township Department of Public Works Association also agrees to defer the contractual increase scheduled for July 1, 2011 to January 1, 2012.

This deferral extends the contract to December 31, 2012. In recognition of this change in the terms of the contract, the Township Committee has agreed there will be no personnel actions (i.e. furloughs or layoffs) for 2010.

The deferral was requested by Management in its efforts to balance the calendar year 2010 operating budget.