

# AGREEMENT

Between

THE TOWNSHIP OF PENNSVILLE

A municipal corporation existing under

And by virtue of the laws of New Jersey

Located with Salem County,

And

INTERNATIONAL BROTHERHOOD OF

TEAMSTERS, AFL-CIO, LOCAL UNION NO. 676

Pennsville Highway Department.

EFFECTIVE DATES:

JANUARY 1, 2011

Up to and including

December 31, 2013

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to GA  
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JL  
3/14/2012

## INDEX

B	
BULLETIN BOARD	13
D	
DISCHARGE OR SUSPENSION	7
DUES DEDUCTION AND AGENCY SHOP	11
DURATION OF AGREEMENT	42
F	
FULLY BARGAINED AGREEMENT	41
FUNERAL LEAVE	26
G	
GRIEVANCE PROCEDURE	8
H	
HEALTH AND INSURANCE BENEFITS	32
HIRING NEW EMPLOYEES	39
HOLIDAYS	28
HOURS OF WORK	17
I	
INJURY PAY	34

J

JURY LEAVE 25

L

LAYOFF AND RECALL 38  
LEAVE OF ABSENCE 26  
LONGEVITY 22

M

MAINTENANCE OF WORK OPERATIONS 16  
MANAGEMENT RIGHTS 5  
MILITARY LEAVE 25

N

NON-DISCRIMINATION 15

O

OVERTIME 18

P

PAY PERIODS 19  
PROBATIONARY PERIOD 38  
PROMOTIONS AND TRANSFERS 15

R

RECOGNITION	5
RETIREMENT BENEFIT	24

S

SAFETY	35
SCHOOLING	33
SENIORITY	36
SEPARABILITY AND SAVINGS	41
SHOP STEWARDS	14
SICK LEAVE	22

U

UNION LEAVE	27
-------------	----

V

VACATIONS	29
-----------	----

W

WAGES	20
-------	----

## PREAMBLE

This Agreement entered into this \_\_\_ day of \_\_\_\_\_ 2012, by and between the Township of Pennsville, a municipal corporation existing under and by virtue of the laws of New Jersey, located within Salem County, hereinafter called the "township," and the International Brotherhood of Teamsters, AFL-CIO, Local Union No. 676, hereinafter called the "Union," represents the complete and final understanding on all bargainable issues between the Township and the Union.

### **ARTICLE 1.                    RECOGNITION.**

#### Section 1.

The Township recognizes the Union as the exclusive bargaining representative for all full and regular part-time non-supervisory employees employed by the Township in the Highway Department.

#### Section 2.

The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

### **ARTICLE 2.                    MANAGEMENT RIGHTS.**

#### Section 1.

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

A. The executive management and administrative control of the Township government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

B. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

C. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

D. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

E. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause.

F. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

G. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

## Section 2.

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

Section 3.

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A-1 et seq. or any other national, state, county or local laws or regulations.

**ARTICLE 3. DISCHARGE OR SUSPENSION.**

Section 1.

No employee may be dismissed or suspended without just cause, except as provided elsewhere within this Agreement. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision may provide for reinstatement with or without back pay.

Section 2.

Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be heard promptly.

Section 3.

Except in the case of immediate dismissal for the causes set forth below, no employee may be dismissed or suspended for his first offense but shall receive the following for each offense:

Step One	Oral Notice
Step Two	Written Notice
Step Three	One (1) day off without pay
Step Four	Subject to Discharge

Section 4.

All written notices will stay in employee's personnel file up to 365 days from date of each entry, at which time they will be removed.

Section 5.

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

1. Calling or participating in any unauthorized strike, work stoppage, or walkout.
2. Drunkenness, proven during working hours, or being under the influence of alcohol during working hours.
3. Proven theft or dishonesty.
4. Unprovoked assault on his Employer or his Employer's representative during working hours.
5. Illegal use of dangerous controlled substances.
6. Fighting on the job.
7. Horseplay causing injury to the employee or another employee.
8. Violation of safety regulations resulting in an injury to the employee or another employee.
9. Excessive absenteeism with more than fifteen (15) days per year.

In each instance, the Employer shall promptly notify the Union of the action taken in writing.

**ARTICLE 4. GRIEVANCE PROCEDURE.**

Section 1.

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

Section 2.

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



### Section 3.

A. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application, or alleged violations of policies, agreements, and administrative decisions affecting them and the terms and conditions of employment or the express terms of this Agreement. With regard to the Township, the term "grievance" as used herein means a complaint or controversy arising over the interpretations, application, or alleged violation of the terms and conditions of this Agreement.

B. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment controlled by statute or administrative regulation or policy, incorporated by reference in this Agreement, either expressly or by operation of law, or the express terms of this Agreement, shall not be processed beyond Step One herein.

### Section 4.

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

A. The aggrieved or the Union shall institute action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

B. Step Two: If no agreement can be reached orally within five (5) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) working days thereafter to the immediate supervisor or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion,

the applicable Section of this Contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

C. Step Three: If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Chairman of the appropriate Department within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The chairman of the appropriate Department shall respond, in writing, to the grievance within ten (10) working days of the submission.

D. Step Four: If the Union wishes to appeal the decision of the Chairman of the appropriate Department, such appeal shall be presented in writing to the Township Committee within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee shall respond in writing to the grievance within fifteen (15) working days of the submission.

E. Step Five: If the grievance is not settled in Steps One, Two, Three, and Four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission.

1. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

2. The parties direct the arbitrator to decide, as a preliminary question, whether he has the jurisdiction to hear and decide the matter in dispute.

3. The arbitrator shall be bound by the provision of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

## Section 5.

Upon prior notice to and authorization of the appropriate Department Chairman, the designated Union Representative shall be permitted as members of the Grievance

Committee to confer with employees and the Township of specific grievances in accordance with the grievance procedure set forth herein during working hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the township of Pennsville or require the recall of off-duty employees.

Section 6.

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievances shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or constrict the time limits for processing the grievance at any step in the grievance procedure.

**ARTICLE 5. DUES DEDUCTION AND AGENCY SHOP.**

Section 1.

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

Section 2.

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

Section 3.

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee,

or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

#### Section 4.

The Union will provide the necessary "check-off authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Treasurer.

#### Section 5.

Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

#### Section 6.

The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

#### Section 7.

The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

#### Section 8.

The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fee and assessments of the Union, but in no event shall the fee exceed eighty-five (85%) of the regular membership dues, fees and assessments.

Section 9.

The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

Section 10.

Prior to January 1<sup>st</sup> and July 31<sup>st</sup> of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

Section 11.

The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

Section 12.

The Union shall indemnify, defend 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 by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

**ARTICLE 6.**

**BULLETIN BOARD.**

Section 1.

The Union shall have the use of the bulletin board located in the Highway Department's Headquarters for the posting of notices relating to the meetings and official business of the Union only.

Section 2.

Only material authorized by the signature of the Union President, steward or alternate shall be permitted to be posted on said bulletin board. The Township may have removed from the bulletin board any materials which do not conform with the intent of the above provisions of this Article.

**ARTICLE 7. SHOP STEWARDS.**

Section 1.

The Union must notify the Township as to the names of stewards and accredited representatives. No more than two (2) stewards and two (2) alternates, one (1) steward and one (1) alternate from each Department, are to be designated by the Union.

Section 2.

Representatives of the Union who are not employees of the Township will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters without prior notification to and approval of the Superintendent of the appropriate Department.

Section 3.

The steward and accredited employee representative shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters by obtaining permission from the Superintendent of the appropriate Department.

Section 4.

The steward shall not give orders to employees nor countermand orders of supervisory personnel. Further, they shall not be the judge in determining whether a piece of equipment is unsafe. However, the Business Agent shall have the right to investigate and determine, along with management, disputes regarding unsafe equipment.

Section 5.

Any steward or alternate attempting to give orders to employees or countermand orders of supervisory personnel in violation of Section 4 of this Article shall be subject to disciplinary action by the township, including termination.

**ARTICLE 8. NON-DISCRIMINATION.**

Section 1.

The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin or political affiliation.

Section 2.

The Township and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any member because of the member's membership or non-membership or activity or non-activity in the Union.

**ARTICLE 9. PROMOTIONS AND TRANSFERS.**

Section 1.

All job openings or vacancies shall immediately be posted by the Township on the employee's bulletin board for a period of fourteen (14) consecutive calendar days. At the end of that period, the position shall be awarded and become effective on the Monday of the week following the conclusion of the posting period. Any employee wishing to apply for the opening or vacant position shall do so in writing by signing the posting.

Section 2.

All openings or vacancies shall be filled according to seniority and qualifications. The employee(s) shall have a sixty (60) day qualification period. If at the end of the qualifying period, the Township feels that the employee is not qualified, they shall then

furnish reasonable proof to the Union to substantiate this claim. Any employee so disqualified or voluntarily gives up the promotion or transfer shall be allowed to resume his/her former position without penalty.

In the event the employer may not obtain sufficient or qualified employees to fill the openings or vacancies, then they may fill such positions from other sources.

### Section 3.

Individual trucks and pieces of equipment shall be included as part of the bid procedure. Employees bidding and being awarded such bid shall have first option to operate such truck or equipment.

## **ARTICLE 10. MAINTENANCE OF WORK OPERATIONS.**

### Section 1.

The Union hereby covenants and agrees that during the term of this Agreement, neither the union or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement. Participation in any of these activities shall be considered just cause for immediate dismissal.

### Section 2.

The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned or supporting any such activity by any other employee or group of employees of the township, and that the Union will order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstance to bring about compliance with the Union order.



Section 3.

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

Section 4.

The township agrees that it will not engage in the lock-out of any of its employees.

**ARTICLE 11. HOURS OF WORK.**

Section 1.

The regular work week shall consist of five (5) days, forty (40) hours, Monday through Friday, eight (8) hours per day. Spring hours 6:00 - 2:30 (Memorial Day to October 1st) Fall 7:00 - 3:30 (October 2nd to Memorial Day)

Section 2.

Duty hours for the Highway Department personnel, are Monday through Friday inclusive, forty (40) hour work week, hours set by management. It is the employee's responsibility to report on time and to be prepared to work at the start of the work day. The work day ends and the employees may leave at the prescribed end of the work day, unless excused earlier with permission from the Supervisor. No employees or trucks shall return to the place of origin earlier than fifteen (15) minutes before the end of the work day, without prior permission from their Supervisor.

Section 3.

All employees are permitted two (2) fifteen (15) minute rest periods (break). Also each employee is entitled to a thirty (30) minute lunch period. The above times for the breaks and lunch period shall be established by management.

## ARTICLE 12

## OVERTIME.

### Section 1.

All employees shall receive overtime pay for all work in excess of eight (8) hours in any day and forty (40) hours in any week at the rate of one and one-half (1 ½) times the employee's regular base rate of pay.

### Section 2.

Employees working on a holiday shall be paid one and one-half (1 ½) times the employee's regular base hourly rate of pay in addition to their regular days pay.

### Section 3.

If an employee is recalled to duty, he shall receive two (2) hours straight time plus a minimum guarantee of two (2) hours compensation at the overtime rate, provided such recall duty is not contiguous with the employees' normal shift. The Township shall have the right to retain the employee on duty for the minimum time period.

### Section 4.

Any day on which there is an unexcused absence shall not count towards the forty (40) hours for the purpose of overtime.

### Section 5.

All Township employees who are required to work four (4) hours beyond their regular scheduled eight (8) hour shift shall be provided a dinner allowance of Twelve (\$12.00) Dollars. Also employees called in on an emergency prior to six o'clock in the morning (6:00 a.m.) will be provided with a breakfast meal not to exceed Eight (\$8.00) Dollars. Employee must be on the job at least two hours before taking a lunch break.

### Section 6.

Reasonable notice will be given if overtime is to be worked by regularly scheduled day shift employees, unless it is an emergency situation. Shift personnel will be notified as soon as possible thereafter that the township has been notified. (e.g., afternoon man calls in sick at 2:00 p.m., day shift man notified as soon as possible).

Section 7.

All employees working Sunday shall be paid at two times their hourly rate.

Section 8.

All overtime and premium days work shall be offered to the employees whose bid job is working first, if he declines, then the work will be offered by seniority to those qualified employees who are not working. When more than one (1) qualified employee is on the same bid job, the senior qualified employee shall be asked first. The township and the union may modify the overtime rules by a side-bar agreement.

**ARTICLE 13                      PAY PERIOD.**

Section 1.

All wages shall be due and payable in full every two (2) weeks, at the end of the shift, no later than twelve (12:00) noon on Friday.

Section 2.

One (1) week's pay may be held by the Township. Where less than one (1) week pay is now held, the Township may not increase the amount held until the change has been discussed with the Union.

Section 3.

When the regular payday occurs on a holiday, the Township shall pay the employees on the regular workday immediately preceding the holiday.

Section 4.

With each paycheck, employees shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

**ARTICLE 14**

**WAGES.**

Section 1.

Any employee who is assigned to a higher paying job in the course of his work schedule shall be paid the higher rate only for the hours worked in the higher paying classification.

Section 2.

Maintenance Department Coordinator shall be assigned from a co-ordinator pool which shall consist of 5 (five) employees as needed at management's discretion.

Section 3.

Assistant Coordinator would receive one dollar (\$1.00) added to employee's hourly rate.

**SCHEDULE OF WAGES**

		<b>0%</b>	<b>1%</b>	<b>1%</b>
		<b>2011</b>	<b>2012</b>	<b>2013</b>
Class 1	Probationary employee Semi-skilled labor	16.99	17.16	17.33
Class 2	Refuse collector Recyclables Collector	18.82	19.01	19.20
Class 3	Truck Drive Level 1 Regular License Flat Bed	21.27	21.48	21.69
Class 4	Secretary	21.50	21.72	21.94
Class 5	Craftsman Truck Driver Level 2 Waster handling Complex Attendant/Operator Herbicide License Sprayer	22.85	23.08	23.31
Class 6	Senior Mechanic (Automotive) Senior Craftsman	25.85	26.11	26.37
Class 7	Heavy Equipment Utility Operator	25.96	26.22	26.48
Class 8	Maintenance Co-Ordinator	26.41	26.67	26.94

Both management and union reserve the right to request Re-Opening in Years 2 and 3 for wages only. There will be no reduction in wages. If the Township gives another Union more than 1%, this Union will also get the percentage increase excluding any arbitration ruling with PPOA

Increase in wages pursuant to this article shall be retroactive to January 1, 2011.

**ARTICLE 15**

**LONGEVITY.**

Section 1.

Effective January 1993– All payments made to employees for longevity shall be in addition to any other compensation provided herein.

**LONGEVITY SHALL BE PAID AS FOLLOWS:**

0 to 5 years	0%
6 to 10 years	.75%
11 to 15 years	1.00%
16 to 20 years	1.50%
21 years thereafter	2.00%

In computing longevity pay, the effective date shall be the employee's anniversary date, which shall be interpreted as January 1<sup>st</sup> of each calendar year. Longevity pay will be incorporated into the employee's bi-monthly paycheck.

All employees hired after February 1, 2004 will not receive longevity.

**ARTICLE 16**

**ACCIDENT OR SICK LEAVE.**

Section 1

"Each eligible employee as hereinbelow defined shall be entitled to a maximum of 13 weeks of accident and/or sick leave, per calendar year, without loss of pay or benefits." An employee may be terminated if he or she is unable to return to work and perform all of the duties of his or her position.

Section 2.

"Accident or sick leave pay shall be based upon the individual employee's regular straight time base rate of pay, exclusive of shift premiums, for the day on which he/she is absent from work because of such accident or illness."

Section 3.

“In the event of accident or illness requiring absence from work, such sick leave benefits shall commence on the second work day of such absence. (If an employee is entitled to workers compensation benefits, those benefits shall be governed by New Jersey Law.)”

Section 4.

Sick leave may not be granted to an employee until the completion of the probationary period.

Section 5.

“A doctor’s certificate may be required at any time, and in the case of sick leave, at the employee’s expense, at the Township’s option as a condition for payment of accident or sick leave, except with respect to the period of time during which an employee is hospitalized. Abuse of accident or sick leave shall be cause for disciplinary action.”

Section 6.

“Accident or sick leave benefits may not be converted to cash hours or to extra time off with pay.”

Section 7.

“Accident or sick leave benefits shall be integrated with welfare payments, worker’s compensation or disability income. Under no circumstances will any combination of sick leave benefits with welfare, worker’s compensation or disability income benefits exceed an employee’s regular straight time base rate of pay or weekly rate of pay. The Township may also require a certificate of hospitalization.”

Section 8.

Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the Township.

Section 9.

In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

Section 10.

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

Section 11.

No benefits will be paid by the Township or its insurance carrier if employee is injured either while working at a second job (commonly called "Moon Lighting") or involved in an illegal activity.

Section 12.

Subject to any provision contained elsewhere in this agreement, any employee may be terminated if he or she is unable to perform all of the duties of his or her position.

**ARTICLE 17.**

**RETIREMENT BENEFIT.**

Employees retiring pursuant to the Public Employee's Retirement System with at least fifteen (15) years of continuous service shall receive One Hundred(\$100.00) Dollars for each year of service.



**ARTICLE 18**

**MILITARY LEAVE.**

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

**ARTICLE 19**

**JURY LEAVE.**

Section 1.

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

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

Section 2.

If, on any given day an employee is attending jury duty, he/she is released by the Court prior to eleven o'clock (11:00 a.m.) in the morning that employee shall be required to return to work by twelve o'clock (12:00) noon that day in order to receive pay for that day.

Section 3.

Any employee working other than the day shift, shall not be required to report for work on any day on which he or she attends jury duty, if the jury session exceeds four (4) hours as certified by the Clerk of the Court or Designee.

**ARTICLE 20**

**FUNERAL LEAVE.**

Section 1.

In the event of death in the employee's immediate family, the employee shall receive five (5) scheduled working days off without loss of pay, one (1) of which must be the day of the funeral.

Section 2.

The "immediate family" shall include parents, children, spouse, brother, sister, legally adopted children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, step parents and step children.

**ARTICLE 21.**

**LEAVE OF ABSENCE.**

Section 1.

Any employee desiring a leave of absence without pay from the Township shall secure written permission from the Township Committee with notice to the Union.

Section 2.

Approval of such a leave of absence shall be at the sole discretion of the Township Committee. Approval shall not be unreasonably withheld.

Section 3.

The maximum leave of absence shall be for thirty (30) days and may be extended for an additional thirty (30) days at the sole discretion of the Township Committee.

Section 4.

Permission for extension must be secured from the Township Committee with notice to the Union.

Section 5.

During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved, and may result in the employee's loss of employment with the Township, at the Township Committee's sole discretion.

Section 6.

The employee shall be responsible for the continued payments for and may make suitable arrangements with the Township Committee for the continuation of benefits.

Section 7.

Any employee unable to work because of illness injury or contagious disease, may, after approval by the Township's physician be granted a medical leave of absence without pay for the duration of such condition, up to a maximum of twelve (12) months or sooner when released by the Township physician, may return to work. During such medical leave the employee shall retain and accrue seniority to which he may be or may come to be entitled to but without other benefit. The period of leave shall commence from the time of illness causing the employee to be removed from work duty.

**ARTICLE 22**

**UNION LEAVE.**

Wherever practical, meetings between representative of the Township and the Union for the negotiation of terms of the Agreement shall be scheduled during non-working time of affected employees. When it is necessary to schedule such meetings during regular working time, unit employees whose attendance is required shall be paid at regular straight time rates for up to a maximum of twenty (20) aggregate hours per year.

## **ARTICLE 23**

## **HOLIDAYS.**

### Section 1.

The following are the paid holidays to be given to the employees covered by the Agreement:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Veteran's Day

### Section 2

In addition, each employee will get his/her birthday off as a personal paid holiday. If it falls on a holiday, weekend or scheduled day of rest, it will be observed on either the day before or the day after.

### Section 3.

If an employee has taken an unexcused absence on the first work day preceding or the first work day following any of the holidays enumerated in Section 1 of Article 23 above, the employee shall not receive pay for that holiday.

### Section 4.

Each employee will receive five (5) personal days off with pay, preferably with twenty-four (24) hours notice to their Department Superintendent.

Section 5.

Any employee hired, and having completed his probationary period, shall be entitled to personal days back to the date of hire.

Section 6.

Employees may utilize the five (5) personal days off with pay in cases of family emergencies. The written notice will be waived in such cases (i.e., sickness or accident requiring the immediate attention of the employee).

**ARTICLE 24                      VACATIONS.**

**SCHEDULE OF VACATION TIME**  
**FOR ALL EMPLOYEES ON THE EMPLOYMENT ROLLS**  
**AS OF FEBRUARY 1, 2004**

<b><u>Year of Service</u></b>	<b><u>No. of Weeks Vacation</u></b>
After One (1) year of Service	10 working days
Beginning of the Sixth (6) Year	15 working days
Beginning of the Eleventh (11) Year	20 working days
Beginning of the Fifteenth (15) Year	25 working days
Beginning of Twentieth (20) Year	30 working days (Maximum)

**SCHEDULE OF VACATION TIME**  
**FOR ALL NEW EMPLOYEES HIRED AFTER**  
**FEBRUARY 2, 2004**

<b><u>Year of Service</u></b>	<b><u>No. of Weeks Vacation</u></b>
After completion of one (1) year	5 working days
After completion of two (2) years	10 working days
After completion of five (5) years	15 working days
After completion of ten (10) years	20 working days
After completion of fifteen (15) years	25 working days

After twenty (20) years of service employees may “bank” up to ninety (90) vacation days to be used towards early retirement or hardship.

Section 1.

The vacation period shall be the calendar year from January 1<sup>st</sup> through December 31<sup>st</sup>.

Section 2.

Employees may receive full weeks of vacation pay on their last regular working day prior to going on vacation. An employee shall provide no less than two (2) weeks advance notice prior to going on vacation of his desire to receive vacation pay.

Section 3.

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

Section 4.

In the event that an employee is entitled to vacation at the time of his/her death, his/her widow(er)/estate shall receive the earned vacation pay.

Section 5.

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

Section 6.

An employee may "bank" or "carry over" up to ten (10) days vacation into the next year. The total number of "banked" days shall not exceed fifteen (15) days.

Section 7.

A. Commencing on the fourth (4<sup>th</sup>) Monday of January of each year, the vacation scheduling shall commence. Each employee, in seniority order, shall have two (2) work days to select his/her vacation. In cases of absence from work, the Superintendent will be responsible for contacting the absentee and securing his choices. Requests for vacation, occurring during the period January 1<sup>st</sup> until the then current period or the completion of the selection process, whichever occurs first, will be handled on a first come, first serve basis.

B. During any given week, three (3) employees in the Highway Department shall be permitted to be on vacation. During any week in which a holiday occurs, as indicated on the schedule, then four (4) employees from the Highway Department shall be permitted to be on vacation. Only upon approval of the Certified Public Works Manager or his designee

C. Employees will be permitted to schedule up to four (4) weeks vacation time in increments of single days or one-half days upon approval of the Public Works Supervisor. Single day vacations will be scheduled as provided elsewhere in this agreement.

D. Additional employees may be scheduled to be off on vacation during any week, which exceeds the allowed limits pursuant to this agreement at the discretion of the Superintendent.

E. Employees can apply for one-half day vacations increments. The maximum number of employees off at any one given time remains at three (3) except during a week in which a holiday occurs, at which time the maximum number of employees to be off shall be four (4).

**ARTICLE 25 HEALTH AND INSURANCE BENEFITS.**

Section 1.

The Township shall provide to each employee and their families the following insurance plans to the employee:

- A. \$0.00 (zero dollars) for Generic prescriptions; \$25.00 (twenty-five dollars for Brand Name prescriptions with no Generics available; \$45.00 (forty-five dollars) for Brand Name prescriptions with Generics available.
- B. A Dental Plan with comparable benefit levels to the Plan currently in force.
- C. Vision allowance of a maximum of Seven Hundred (\$700.00) Dollars over the length of the contract for the employee and his/her family (both taken together as a unit) towards eye examinations and glasses upon presentation of a voucher or certified bill.

Section 2.

The Township shall provide to each employee the following insurance coverage at no cost to the employee:

- A. Twenty Thousand (\$20,000.00) dollars life insurance having a death benefit payable to the designated beneficiary of the employee.

Section 3.

The township shall provide to each employee and their family an insurance plan equal to or better than what currently exists as follows:

- A. A medical plan with comparable benefit levels to the plan currently in force.



- B. Co-Pay – the employees who enroll in the above plans shall contribute a minimum of 1.5% of their annual salary or as mandated by Federal or State Legislation. If additional Federal or State Legislation is enacted that specifically requires overriding current CBA, this union will follow that mandate of the law. If new legislation is enacted and written in such a manner that it does not impair existing CBA's, the terms of the CBA will be honored until its expiration.

#### Section 4.

If an employee retires with at least twenty-five (25) years of service and is fifty-five (55) years or more of age and desires to retain the coverage's provided in this Article, the employee shall pay \$2,000.00 annually to the Township of Pennsville for the employee/family only if the employee is not eligible for such coverage by the State. In the event the Township goes to the State Health Benefits Plan, then responsibility for medical coverage upon retirement shifts to the State of New Jersey.

### **ARTICLE 26                      SCHOOLING.**

#### Section 1.

An employee who obtains prior approval from the Highway Department Supervisor to take courses which are directly related to employment requirements or will be of benefit to the Township will be reimbursed for tuition and course materials up to a maximum of five Hundred (\$500.00) Dollars per year provided the employee completes the course with a passing grade.

#### Section 2.

An employee shall not be compensated for any time spent in taking courses or in study or preparation for course work. The employer, however, shall compensate the employees for any time spent in taking examinations for licenses, if those examinations are offered only during the regular workday and in addition, only if the employee passes the regular examination. An employee may, however, take a vacation or personal day in order to be compensated for a day in which an examination is taken, but not passed. If the employee prefers to take an examination during the workday which is offered at

night, or fails an examination taken during the workday, the employee shall not be compensated for that time.

Section 3.

For educational purposes requiring employees to go to school for additional purposes, the employee shall be paid thirty (30) cents per mile, provided that the employee passes the course and submits proof to the Chairman of the employee's Department or the Chairman's designee.

**ARTICLE 27                      INJURY PAY.**

Section 1.

In the event an employee is injured on the job, he shall sustain no loss of pay as provided for in this article.

Section 2.

The injury shall be substantiated by a doctor or hospital report.

Section 3.

The employee shall also be paid in the event he must have follow-up treatment during work hours.

Section 4.

In the event an employee is injured off the job, due to an injury resulting from any illegal activity or injury relating to the abuse of drugs or alcohol, the employee will not be compensated for lost time from work.

Section 5.

If an employee is injured while on duty, his absence will not be charged against his sick leave. Should he receive a workers compensation check from an insurance company, he shall not cash it, as it belongs to the Township. A certificate from the physician, representing workers compensation shall be required before returning to work.

**ARTICLE 28**

**SAFETY.**

Section 1.

Under no circumstances will an employee be required or assigned to engage in any activity involving abnormally dangerous conditions of work or abnormal danger to person or property

Section 2.

Employees shall immediately report all defects of equipment in writing to management.

Section 3.

The township shall not ask or require an employee to operate equipment that has been reported in an unsafe operating condition until same has been approved as being safe by a properly appointed Township supervisor.

Section 4.

No employee shall be required to pay for loss or damage unless it shall first be proved that such loss or damage was caused entirely by the employee's gross negligence or improper act.

Section 5.

Any employee involved in an accident shall immediately report said accident and any physical injury sustained.

Section 6.

When required by the Township, the employee, before going off duty and before starting his next shift, shall make out an accident report in writing, on Township time, on forms furnished by the Township, and shall turn in all available names and addresses of witnesses to the accident.

Section 7.

The Township shall maintain in good repair sanitary conditions for its employees,

such as toilets and hot and cold running water.

Section 8.

The township will discipline up to and including termination any employee who it is proven deliberately destroys or renders machinery useless.

Section 9.

The Township will pay up to an allowance of One Hundred Twenty-Five (\$125.00) Dollars per year for one (1) pair of safety shoes. Employee must submit a receipt to be reimbursed and remainder will be put in pay check (non-taxable). All personnel will be required to wear same in the performance of his/her duties.

Section 10.

The Township will provide uniforms to all employees under this contract. All personnel will be required to wear same in the performance of his/her duties.

**ARTICLE 29 SENIORITY.**

Section 1.

Seniority is defined to mean an accumulated length of continuous service with the Township, computed from the last date of hire. Seniority rights for employees shall prevail with qualifications.

Section 2.

An employee's length of service shall not be reduced by time lost due to absence for bona fide illness or injury certified by a physician, or approved leave of absence.

Section 3.

Seniority shall be lost and employment terminated if any of the following occur:

- A. Discharge with cause;
- B. Resignation;
- C. Failure to return promptly upon expiration of authorized leave;
- D. Absence for three (3) consecutive working days without leave or notice; and

E. Engaging in any other employment during a period of leave.

Section 4.

If the Township establishes different starting times for employees in the same job classification, the senior man if qualified in the same classification, shall have first choice.

Section 5.

Employees shall have five (5) calendar days notice of a shift change, except where any emergency necessitates a shift change within a shorter period of time. When an employee is given less than five (5) days notice of a schedule change he shall be paid at one and one-half (1 1/2) times his regular pay rate for the hours worked on the first day of his new schedule. Upon return to employee's normal work schedule, he shall resume his normal straight-time pay.

Section 6.

Once each year, during the month of January, the Township shall compile and submit to the Union in writing, and then post in a conspicuous place, a seniority list or lists from the regular payroll records. Any employee hired after said posting shall have their names added to this list in order of date of hire, and the Union shall be notified of such additions.

Section 7.

After an employee has completed his probationary period, the employee shall gain seniority status and his seniority on the seniority list shall revert to the first day of his probationary period.

Section 8.

Inability to perform work because of proven illness or injury shall not result in the loss of seniority rights.

**ARTICLE 30**

**PROBATIONARY PERIOD.**

All employees, prior to becoming a permanent employee with the Township, shall serve a probationary period of ninety (90) days. During this time they may be terminated with prior notice for any reason.

**ARTICLE 31**

**LAYOFF AND RECALL.**

Section 1.

Should it become necessary to lay off employees because of lack of work, the Township shall resort to strict seniority if all other factors and qualifications are equal, which means the last employee hired shall be the first employee laid off, so long as the employee retained is qualified to do the work.

Section 2.

When the Township recalls the employee it shall be done in the reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled, so long as all other factors and qualifications are equal.

Section 3.

The Township agrees that it will attempt to notify all employees affected by a layoff at least one (1) week in advance.

Section 4.

The township agrees to give at least one (1) week notice whenever making seasonal or permanent layoffs to the Union, shop Steward and the affected employees whenever possible.

Section 5.

Notices must be given in writing.

Section 6.

The township when recalling laid off employees, shall contact the employee at the employee's last known address by registered letter, and the employee shall have five (5) calendar days to respond to such recall notice, or the employee forfeits all rights to employment.

**ARTICLE 32                      HIRING NEW EMPLOYEES.**

Section 1.

The Township shall notify the Union when any permanent employees are to be hired to fill positions within the terms of this Agreement.

Section 2.

a.     Temporary Employees:     The Township reserves the right to establish, from time to time, a temporary employee pool. Temporary employees elevated to permanent status shall be subject to a 90-day probationary period, and shall not receive any credit for length of service as a temporary employee. Temporary employees shall be terminated within 180 days Temporary employees shall not receive any benefits provided for in this contract that accrue to regular permanent employees. The hourly rate of pay for temporary employees shall be established as part of the Township's salary ordinance. Temporary Employees shall only be utilized for labor purposes.

b.     Hiring of Other Employees:     The Township reserves the right to hire from other sources such numbers of employees as it deems necessary for the efficient operation of the Highway Department. Such new employees may be placed where a need may exist subject to their qualifications. Newly hired permanent employees shall be subject to a probationary period of ninety day and shall be given seniority credit for their probationary period. They must possess a CDL license within 90 days.

c.     All work performed shall be performed solely by employees covered under this Agreement. No work under any classification covered by this Agreement shall be performed by either the Employer or the Employer's representatives. Nothing in the provision shall prevent temporary use of the Township employees, temporary

employees or court assigned employees, supervisors or department heads to fulfill any function in time of emergency. The power to determine an emergency shall be at the sole discretion of the Township.

d. Medical Evaluation: All persons seeking employment in the Pennsville Highway and Maintenance Department shall be required to have a medical evaluation by the township's physician at the Township's expense. The medical evaluation shall become part of the individual application and part of the employee's permanent record.

e. Township Personnel Policy: All newly hired permanent employees are required to familiarize themselves with the Township of Pennsville Personnel Policy, and shall acknowledge same on the proper form.

f. The Union shall have the right to send applicants for the job or jobs, and the Township agrees to interview such applicants and give the same consideration to Union sent applicants as is given to applicants from other sources.

### Section 3.

This provision shall not be deemed to require the Township to hire Union applicants or to preclude the township from hiring employees from other sources.

### Section 4.

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

### Section 5.

After successful completion of the probationary period, the employee shall be placed on the regular seniority list.

### Section 6.

In case of discharge within the probationary period, the Township shall notify the



Union in writing.

Section 7.

The present work force of employees shall not be reduced through the use of part-time, casual or seasonal, or non-union employees. Any work related to jobs normally performed by employees covered by this Agreement shall be manned by said employees at pay rates according to Township Ordinance.

**ARTICLE 33                      FULLY BARGAINED AGREEMENT.**

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

**ARTICLE 34                      SEPARABILITY AND SAVINGS.**

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

**ARTICLE 35**

**DURATION OF AGREEMENT.**

This Agreement shall be in full force and effect as of January 1, 2011 and shall remain in effect up to and including December 31, 2013


**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals at Pennsville, New Jersey, on the 10<sup>th</sup> day of February, 2012.

ATTEST:

THE TOWNSHIP OF PENNSVILLE, a Municipal Corporation existing under and by virtue of the laws of New Jersey, Located with Salem County,



Angela Foote, Township Clerk  
(SEAL)

BY:   
Richard D. Barnhart, Mayor

ATTEST:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO LOCAL UNION NO. 676,

\_\_\_\_\_  
(SEAL)

BY: 