

**COLLECTIVE BARGAINING AGREEMENT**  
**JANUARY 1, 2018 THROUGH DECEMBER 31, 2020**  
**TOWNSHIP OF GALLOWAY**  
**AND**  
**GOVERNMENT WORKERS UNION**  
**(PUBLIC WORKS)**

## PREAMBLE

- (1) **THIS AGREEMENT** is entered into as of August 23, 2018 between Galloway Township, (hereinafter referred to as the Township) and the GOVERNMENT WORKERS UNION (Public Works) (hereinafter referred to as the "UNION").
  
- (2) **WHEREAS**, the parties hereto desire to establish the hours of labor, rates of pay, and other negotiable terms and conditions of employment under which the employees classified herein shall work for the Township during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefits.
  
- (3) **NOW, THEREFORE**, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of the Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows:

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## ARTICLE I

### RECOGNITION AND DEFINITION OF TERMS

- A. The Township hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment for those employees covered in the attached certification of PERC. The Township and the Union recognize the rights and obligations of the parties to negotiate wages, hours and other terms and conditions of employment, and to administer this Agreement on behalf of covered employees, and that such administration shall apply equally to all employees in the bargaining unit without regard to membership or non-membership in the Union.

#### 1. Definition of Terms

Unless otherwise indicated, the following when used herein shall mean:

“Employees” refers to employees in the certified bargaining unit set forth in the PERC certifications.

“Township” refers to Galloway Township, a public employer.

“UNION” refers to the constituent local of LOCAL GOVERNMENT WORKERS UNION (Public Works).

“Management” refers to employees with supervisory responsibility inclusive of but not limited to Department Heads, not covered by the terms of this Agreement.

“Authorized Representative” refers to UNION and Management employees, who are authorized by way of position and/or delegation, to insure correct and proper implementation of terms agreed to herein.

## ARTICLE II

### DUES CHECKOFF & AGENCY SHOP

- A. 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 Chapter 123 Public Laws of 1974, NJSA (R.S.) 52:14-15.9e, as amended. Said monies, together with records of any corrections, shall be paid and transmitted to the Financial Secretary of the Union on the first of the month following thirty (30) days of employment.

- B. Consistent with current law, the Township agrees to deduct from salaries of its employees, covered by this Agreement, who elect not to become members of the Union, a representation fee in lieu of dues for services rendered by the majority representative in an amount equal to 85% of the regular membership dues, fees and assessments paid by members of the Union. Said monies, together with records of any corrections, shall be paid and transmitted to the Financial Secretary of the Union on the first of the month following thirty (30) days of employment.
- C. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Township CFO on the first of the month following thirty (30) days of employment.
- D. If during the life of the Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- E. The Union will provide the necessary "check-off authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Payroll Coordinator.
- F. Any such written authorization may be withdrawn in January or July by the filing of notice of such withdrawal with the Township Payroll Coordinator. The filing of notice of withdrawal shall be effective to halt deductions in accordance with NJSA 52:14-15.9e, as amended, or other applicable law.
- G. 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 deductions.

- H. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit, and not only for members in the Union.

### ARTICLE III

#### NON-DISCRIMINATION

- A. The Township and the Union agree that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference or discrimination, pursuant to all applicable laws.
- B. The probationary period is six (6) months from date of hire.

### ARTICLE IV

#### UNION RIGHTS

- A. Agents of the Union who are or are not employees of the Township shall be permitted to visit job sites and work locations for the purpose of discussing Union matters so long as such visitations do not interfere with the general operations of the employer and the Department Head is advised in advance. The Union shall furnish the names of all such agents to the Township Manager. Employees shall be limited to one (1) steward and two (2) alternates.
- B. The Union shall have the right to post Union notices on one bulletin board in the garage and one bulletin board in the Municipal Complex.
- C. The shop steward's authority shall be limited to and shall not exceed the following duties and activities:



1. To investigate and present grievances to the Township or the Township's designated representatives, in accordance with the provisions of the Collective Bargaining Agreement of Township premises without loss of time or pay so long as he/she is released by the Department Head or his/her designee to do so. Such release shall not be arbitrarily withheld.
2. The transmission of such messages and information which shall originate with and are authorized by the Union, provided such messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature and do not reasonably interfere with the Township's operations.
3. The shop steward shall have no authority to authorize a strike action, slowdowns, or work stoppages, or any other interruption of the Township's business. The Township, in recognizing the limitations upon the authority of shop stewards and their alternates, shall have the authority to impose proper discipline, including discharge, in the event the shop steward or alternate authorizes a strike action, slow down or work stoppage in violation of this Agreement.
4. Only the chief shop steward shall be considered to have the most seniority with the unit.
5. Whenever the shop steward or his/her alternate is required to attend any grievance hearing and/or negotiations attended by representatives of the Employer and the Union, he/she shall be compensated by the Employer for all hours at straight time over and above the normal working day.

## ARTICLE V

### NEGOTIATIONS PROCEDURE

- A. The Township and the Union agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the parties agree to present to each other their proposals for modifications to be included in the successor Agreement. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place

before the other for consideration. Any Agreement so negotiated shall incorporate all rights and obligations assumed by each party, and reflect the complete and final understanding on all bargainable issues which were, or could have been brought to the bargaining table. Such Agreement shall apply to all members of the negotiation unit and the Township, shall be reduced to writing, and after ratification by the Union and the Township, shall be signed by all parties.

- B. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually agree that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, consistent with their status as representatives of their principals.
- C. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to re-open for negotiations, and/or by a written amendment duly executed by both parties.

## ARTICLE VI

### MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this 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 specific rights:
  - 1. To the executive management and administrative control of all Township functions, properties and facilities, and the activities of Township employees.
  - 2. To take personnel action subject to the provisions of applicable Federal & State Law and Township Personnel Policy.
  - 3. To maintain the efficiency of Township operations to take all necessary actions to carry out its mission in emergencies (emergency to be

construed as a sudden, generally unexpected occurrence demanding immediate action).

4. To exercise complete control and discretion over its organization and the technology of performing its work.
  5. To schedule employee work hours pursuant to the terms of this Agreement.
- B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.
- C. It is understood and agreed that the Township, at its sound discretion, possesses the right in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Township, except as modified by this Agreement.

## ARTICLE VII

### GRIEVANCE PROCEDURE

- A. 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.
- B. 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 his/her department.
- C. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

- D. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.
- E. 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.

Step 1: The aggrieved or the Union shall institute action under the provisions herein within fifteen (15) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Division Manager/Department Head or his/her designated representative for the purpose of resolving the matter informally. Failure to act within said fifteen (15) work days shall be deemed to constitute an abandonment of the grievance.

Step 2: If no agreement can be reached orally within fifteen (15) work days after the initial discussion with the Division Manager/Department Head, the employee or the Union may present the grievance in writing within fifteen (15) days thereafter to the Division/Department Head, or his/her designated representative. The written grievance at this Step shall contain the relevant facts, the applicable Section of the contract violated and the remedy requested by the grievant. The Division Manager/Department Head will schedule a meeting with the employee and a Union representative within fifteen (15) work days after receipt of the written grievance. The Division Manager/Department Head or his/her designated representative will answer the subject of the grievance in writing within fifteen (15) work days of said meeting.

Step 3: If the Union wishes to appeal the decision of the Division Manager/Department Head, such appeal shall be presented in writing to the Township Manager within fifteen (15) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Manager will schedule a meeting within fifteen (15) work days after receipt of the written submission. The

Township Manager shall respond in writing within twenty-five (25) work days of said meeting.

Step 4: If the grievance is still unsettled, either party shall have the right within twenty (20) work days to submit the dispute to arbitration pursuant to the rules of the Public Employment Relations Commission. The costs for the service 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 the same.

- F. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- G. The arbitrator shall be bound by the provisions of the Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her 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.
- H. Upon prior notice to and authorization of the Township Manager, no more than two (2) Union representatives shall be permitted as members of the grievance committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.
- I. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance 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 there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from

mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

## ARTICLE VIII

### HOLIDAYS AND ADMINISTRATIVE/PERSONAL DAYS

- A. The following days only shall be recognized as holidays:
1. NEW YEAR'S DAY
  2. MARTIN LUTHER KING'S BIRTHDAY
  3. PRESIDENT'S DAY
  4. GOOD FRIDAY
  5. MEMORIAL DAY
  6. FOURTH OF JULY
  7. LABOR DAY
  8. COLUMBUS DAY
  9. VETERAN'S DAY
  10. THANKSGIVING DAY
  11. THANKSGIVING FRIDAY
  12. CHRISTMAS DAY
  13. THREE (3) PERSONAL DAYS
  14. PARTIES MAY MUTUALLY AGREE TO TRADE HOLIDAYS FOR ALTERNATE DATES
- B. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday.
- C. If a holiday is observed while a full-time employee is on a paid annual leave status, he/she will receive holiday pay, and the day will not be charged against annual leave credits.
- D. If a full-time employee works on any of the scheduled holidays set forth in this Agreement, he/she shall be compensated at straight time for all hours worked on a holiday up to a full shift, in addition to time and one-half for the holiday (i.e., for a holiday worked – the employee will earn a total of double time and one-half of his/her regular rate up to a full shift).

- E. The three (3) personal days provided by this Article are available for personal use in increments of one-half hour. Under normal circumstances, this time should be scheduled two (2) days in advance. An employee cannot call in for use of this time at the beginning of his/her scheduled shift unless approved by the employee's supervisor in the event of an emergency. Use of this time at the beginning of a work shift must be approved in advance. Personal time must be taken within the year accrued or forfeited.
  
- F. If an employee's scheduled day off falls on the day one of the holidays in Article VII (A) is observed, the employee shall be compensated a full day's pay at straight time, or the employee will have the option of being credited with 8 hours of straight comp time to be used at a later date. In either case, this day is not to be counted as a day worked for 'consecutive days worked' for overtime purposes.

ARTICLE IX

VACATIONS

- A. All full-time Township employees shall be entitled to the following annual vacation with pay.

0 – 1 year	10 days accrued
2 through 5	11 days
6 through 10	13 days
11 through 19	19 days
20 years and over	22 days

- B. Vacation pay shall be paid at the employee's regular straight time rate per their job classification.
  
- C. Vacation schedules must be submitted by March 31<sup>st</sup> of each year for the Department Head's approval. Vacation requests submitted after March 31<sup>st</sup> will be scheduled on a first come, first serve basis and will be approved in accordance with the needs of the business.

All requests for vacation time shall be made annually by March 31<sup>st</sup> and are subject to approval. Requests after March 31<sup>st</sup> will be considered but

with the understanding that seniority does not prevail and a 30 day notice must be given.

- D. If a holiday occurs during the work week in which vacation is taken by an employee, the day shall not be charged to annual leave.
- E. If an employee is requested to return to work during his/her scheduled vacation period and is unable to reschedule his/her vacation during the calendar year due to the demands of his/her work, the calendar year shall be extended for 90 days for rescheduling purposes or employee may request pay of authorized vacation day.
- F. Any employee separated from the service of the Township for any reason prior to taking his/her vacation shall be compensated in a lump-sum for the unused vacation he/she has accumulated up to the time of separation at his/her current rate of pay. At the time of separation of service, the amount of any vacation hours taken in excess of hours actually accrued will be deducted from employee's final paycheck.
- G. Vacation days not used in one year can be carried over into the next year only, and failure to use them during the next year will result in their forfeiture.
- H. Employee may sell back up to five (5) vacation days annually, to be paid the first pay in December.

## ARTICLE X

### SICK LEAVE

- A. Full-time employees shall be entitled to the following sick leave with pay as accrued:

One (1) day sick leave with pay shall accrue for each month of service from the date of appointment up to and including December 31<sup>st</sup> of that year, and fifteen (15) days of sick leave with pay for each calendar year thereafter, accrued on the basis of 7.5 days per half year. If any full-time employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to



his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed.

- B. Sick leave for purposes herein defined means an employee's absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position or emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of the employee.
- C. Payment for accrued sick leave at separation of service shall be in accordance with Township Ordinance 1068 of 1991 (see Article XII-Terminal Leave).
- D. If any employee is absent for three (3) consecutive working days, for any of the reasons set forth in the above, the Township may require acceptable evidence. The nature of the illness and the length of time the employee will be absent shall be stated on the doctor's certificate provided to the Township. When an employee takes more than seven (7) sick days within one (1) year, a doctor's note may be required at the discretion of the Director of Public Works for any reason. An employee will be terminated after five (5) days without approval notification.
- E. An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave set forth above, shall notify his/her immediate supervisor by telephone or personal message within one hour before the beginning time of the employee's scheduled work day. If not done, he/she shall be considered absent without pay. Days lost to injury or illness arising from or caused by Township employment for which the employee has received Worker's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be charged to sick leave if procedures in Article VIII, paragraph C are followed.
- F. Part-time employees will be eligible for sick leave in accordance with NJSA 34:11-56a, et seq. (New Jersey Paid Sick Leave Act).

## ARTICLE XI

### LEAVES OF ABSENCE

A. An employee who for any reason considered valid by the Department Head and the Township Manager or his/her designee desires to secure leave from regular duties may, with the approval of the Department Head and the Township Manager or his/her designee, be granted a special leave of absence without pay for a period not to exceed 30 days, which may be extended for an additional 30 days with Department Head and Township Manager or his/her designee approval. Any employee seeking such special leave without pay shall submit his/her request, in writing, stating the reason(s) why the request should be granted, the date when he/she desires the leave to begin and the probable return to duty date.

B. Military Leave

Shall be granted in accordance with NJSA 38A:4-4 and other applicable laws.

C. Dependent Care Leave

Shall be granted in accordance with the Family Leave Act.

D. Child Care Leave

Shall be granted in accordance with the Family Leave Act.

E. Jury Duty

Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees serving as jurors will receive full pay at straight time rate from the Township for all time served on jury duty. Any pay received from the Courts, excluding travel allowance, for serving as a juror shall be returned to the Township. This leave shall be in addition to annual vacation leave.

F. Absence Without Leave

Any unauthorized absence of an employee from duty shall be an Absence Without Leave and is cause for disciplinary action.

Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted shall be an unauthorized absence and may be cause for disciplinary action.

**G. Bereavement/Funeral Leave**

1. In the case of death in the family of an employee, the employee will be given up to five (5) working days' leave of absence with pay. Family shall include: spouse/domestic partner, children, legal step-children, mother, father, mother-in-law, father-in-law, legal step-mother, legal step-father, grandparent, sister, brother, grandchildren, daughter-in-law, son-in-law of an employee.
2. In case of the death of an employee's Aunt or Uncle, the employee will be given three (3) working days' leave of absence with pay.
3. Upon recommendation of the Department Head and approved by the Township Manager, additional time may be granted pursuant to this Article where circumstances justify such an extension; however, the extended time will utilize the sick, personal or vacation time of that individual.
4. Bereavement/Funeral Leave in this Article may be used non-consecutively, but it must be used within thirty (30) days of the death.

**H. Maternity Leave**

Shall be granted pursuant to the New Jersey Family Leave Act.

**ARTICLE XII**

**TERMINAL LEAVE**

- A. An employee who retires shall be entitled to receive payment for unused sick leave accrued before December 31, 1991 at a rate of one hundred (100%) percent. The rate of pay for this reimbursement shall be

computed at the employee's daily rate of pay as of the date of retirement. This payment is to be made in the month of January following retirement.

- B. An employee shall be entitled upon retirement to payment for all unused sick leave accumulated after 12/31/1991 at a rate of fifty (50%) percent reimbursement for said days not to exceed \$10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of retirement. Payment is to be made in the month of January following retirement.
- C. An employee who resigns in good standing or who takes a deferred retirement pursuant to the Public Employee Retirement System with a minimum of ten (10) years continuous years of service as a permanent full-time employee of the Township shall receive payment for unused sick leave at the rate of fifty (50%) percent, reimbursement for said days not to exceed \$10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of resignation or deferred retirement. This payment is to be made in the next payroll period following resignation or deferred retirement.
- D. In the event an employee dies while employed by the Township, the Township will pay to the employee's estate, payment for unused sick leave at the rate of fifty (50%) percent reimbursement for said days not to exceed \$10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of death, regardless of the number of years of service.
- E. In the event an employee dies in the line of duty before retirement, the Township will pay to the employee's estate an amount equal to one-half (1/2) of accumulated sick time. "Line of duty" is defined as normal working hours including overtime.

### ARTICLE XIII

#### HOURS OF WORK

- A. The work week shall consist of five (5) consecutive work days, Sunday through Saturday in a pre-established work schedule. The work shift shall consist of eight (8) work hours, with a pre-established meal schedule.

- B. All employees are permitted five (5) minutes to and from lunch.
- C. Employees shall work an 8 hour day inclusive of lunch, with no 15 minute breaks.
- D. Management may flex summer work hours from Memorial Day to Labor Day of each year.
- E. When Township offices are closed due to weather or other emergencies, essential employees required to work shall be awarded comp time for the equivalent hours the building is closed at hour for hour. If an essential employee is scheduled for vacation or personal time off, they will be credited for the hours the building is closed.

#### ARTICLE XIV

#### OVERTIME

- A. The employer shall give the most senior employee with job classification by Division, with the ability to do the work, the opportunity to work first on a rotation basis. The employer shall maintain a list reflecting accurately all overtime assigned and actually worked. Such list shall be made available to the Union upon request of the Union. In the event the required manpower is not produced by this system, the employer shall have the right to designate employees to work overtime in the inverse order of seniority within job classification.
- B. One and one-half (1½) times the employee's hourly rate of pay shall be paid for overtime worked under the following conditions:
  - 1. All work performed in excess of eight (8) hours per day/40 hours per week.
  - 2. All hours on the 6<sup>th</sup> day worked within an individual work week (Sunday through Saturday).
- C. Two times the employee's hourly rate of pay shall be paid for all work performed on the 7<sup>th</sup> day worked within an individual work week (Sunday through Saturday).

- D. Notwithstanding any of the above, whenever any employee works seven (7) consecutive days regardless of when the first day started, he/she will be on time and one-half (1½) for the 6<sup>th</sup> day or double time for the 7<sup>th</sup> day.
- E. An employee may request compensatory time off in lieu of pay. Comp time will be banked at the same rate as paid time. An employee shall be able to accumulate a "bank" of a maximum of 90 hours compensatory time for employees working 8 hours per day, to be taken as scheduled and mutually agreed to by the employee and his/her immediate supervisor. If the employee cannot or does not use the accumulated compensatory time off by the end of the next calendar year, he/she shall be paid for said time at his /her regular base rate of pay.
- F. Comp time can be accrued by regular part-time employees. Only one (1) week can be accrued in any given year, and it must be utilized before the end of that year. Comp time cannot be carried over from year to year. Only one (1) week worth of part-time hours can be accrued for part-time employees.
- G. The following will be regarded as hours worked for the purpose of computing overtime:
1. All hours actually worked.
  2. Holidays (scheduled), including personal days.
  3. Vacations.
- H. Sick time will be included for the purpose of computing the overtime basis, unless the overtime is pre-scheduled and voluntary. Sick time call-outs immediately prior to or subsequent to pre-scheduled, voluntary overtime will not be counted as hours worked for overtime unless the employee presents a doctor's note.
- I. The Township shall require mandatory overtime in cases of emergency, including, but not limited to snow and ice-control.
- J. All Township employees who are required to work three (3) hours beyond their regular scheduled eight (8) hour shift shall be provided a dinner allowance up to \$10.00. Employees called in on an emergency

prior to 6:00 a.m. shall be provided a breakfast meal or allowance not to exceed \$8.00. This allowance will be reimbursed directly to the employee through their paycheck.

- K. All Township employees at the end of their shift who are required to stay for overtime are permitted to take a 15 minute break.
- L. All Township employees, if possible, will be given a two (2) hour ending notice during emergency overtime.

## ARTICLE XV

### CALL-IN / STAND-BY

- A. An employee who has been called in to work in addition to his/her regularly scheduled shift shall be paid at the overtime rate.
- B. Any employee who is placed "on-call" for possible forecasted emergency events will be paid a minimum of two hours of straight time pay, regardless of whether or not they are actually called in. An on-call designation will be for a 24-hour period. If the on-call period is extended, then designated employees will receive another two (2) hours of straight time pay for the second 24-hour period.
- C. The employee will be permitted to leave the work site when the work assignment is completed unless the employee's scheduled work shift has commenced. In all instances, however, full-time employees who are called in to work outside of normal working hours are guaranteed three (3) hours minimum compensation regardless of the number of hours worked.
- D. Employees on emergency call-ins with less than 8 hours of notice shall receive a "one-hour" (at time and one-half) travel overtime payment. This applies to employees who have not been placed on-call. This does not apply to employees instructed to return to work at a specific time for emergency overtime at the conclusion of their regular shift.

## ARTICLE XVI

### SENIORITY

- A. In all cases of layoffs or recall, employees with the greatest amount of seniority and qualifications shall prevail.
- B. The following shall constitute a break of service: resignation, separation for just cause, retirement, absence without leave for three (3) consecutive working days, failure to report after leave and acceptance of other full-time employment while on leave, one (1) year layoff or 30 days out of unit.
- C. In cases of emergencies, non-emergencies or catastrophic events, strict seniority shall be adhered to, i.e. the #1 employee on the list shall be called in first as long as he/she is qualified. Other emergencies will be handled by the Division which is involved in that particular work and in that case seniority shall be adhered to. The Shop Steward shall work along with the Division Foreman when employees are needed for emergencies.

## ARTICLE XVII

### PERSONNEL PRACTICES

- A. Each new employee will be given an employee handbook and a copy of this contract and afforded the opportunity of an orientation to assist him/her in the performance of his/her duties. Departmental policies issued during the term of this Agreement will be posted on the assigned bulletin boards, and individually provided to employees. It is the responsibility of each employee to know the operational policies of the organization and failure to know and understand these policies will not be considered valid reason for actions and/or omissions in violation of same.
- B. The Township will promote the concept of upward mobility and in-house promotion, to the extent feasible by normally posting available job opportunities on bulletin boards. The Township agrees to post upon the Union bulletin boards all bargaining unit and promotional job vacancies. Such posting shall be in a conspicuous manner and shall be permitted to remain on the Union bulletin boards for a period of no less than eight (8)



days or until such vacancy is filled. Qualified in-house applicants will be afforded the opportunity of an interview, upon their request, and be given preference to available slots. Seniority will be a consideration in promotions when all other factors are equal. However, the final selection will rest with the Township in each of these instances, and justification of selection will in no instance be required. When an employee is promoted to a higher title, the employee will move to the minimum of the new range for the promotional title. The salary cannot go down or stay the same. All employees promoted shall receive evaluations at intervals of 45-90 days following the effective date of the promotion.

- C. Any employee promoted so as to assume additional responsibilities or duties in a classification having a higher salary range, shall be increased to the minimum of the new salary range or by five percent (5%) of their present salary range, whichever is higher.

## ARTICLE XVIII

### LAYOFFS

- A. If a layoff occurs, employees being laid off shall have the right to bump other employees within the same classification within the same department in order of seniority.
- B. The last employee bumped within the department shall have the right to bump a less senior employee within the same classification within the Township, if the employee wishing to bump is qualified to do the work of the employee bumped.
- C. Employment within the same classification shall not automatically make an employee qualified to do the work of any other employee within the same classification.
- D. An employee being laid off shall have the right to bump another employee in a lower job classification provided the employee has the necessary skill, ability and licenses/certifications required to perform the required work.

- E. The Township agrees to meet and confer with the Union at least thirty (30) days prior to any layoff to discuss the effects of the layoffs. Any dispute over bumping rights shall be raised by the Union ten (10) days prior to layoff.
- F. An employee of the Township who is laid off shall receive payment for unused sick leave at the rate of fifty percent (50%) reimbursement for said days not to exceed \$10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of separation of service.

## ARTICLE XIX

### PERSONNEL FILES

- A. The Township shall establish personnel files or confidential records, which shall be maintained under the direction of the Township
- B. Employees covered under this Agreement may, by reasonable request during normal business hours, review in the presence of an individual designated by the Township or his/her designee any written evaluation reports or written complaints which may be contained in his/her personnel file.
- C. Whenever a written complaint or disciplinary report or action concerning an employee is placed in his/her personnel file, a copy shall be furnished to him/her and the Union. He/she shall be given the opportunity to rebut same in writing if he/she so desires.

## ARTICLE XX

### NO STRIKE OR LOCKOUT

- A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike, work stoppage, slow down, or walk outs which interferes with the

full and complete normal operations of the employer. The Union agrees that any such action would constitute a material breach of this Agreement.

- B. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slow down, or walk out which interferes with the full and complete normal operation of the Township.

## ARTICLE XXI

### EMPLOYEE EVALUATION

- A. All full-time, permanent employees shall be evaluated, annually, by the Department Head.
- B. After the evaluation is made by the Department Head, it shall be reviewed privately with the employee and forwarded to the Township Manager. The employee will receive a copy of his/her evaluation form and shall have the opportunity to review it with the Manager after their review with the Department Head. These evaluation forms will become a permanent part of the employee's personnel record.
- C. After the employee has reviewed his/her evaluation form and has had the opportunity to review it with the Manager, after their review with the Department Head, the employee shall have the right to respond, in writing, to the employment evaluation if he/she so desires. The response shall be attached to the evaluation.
- D. The Township Manager's decision on the appropriateness of an evaluation shall be conclusive, and the appropriateness of the evaluation shall not be subject to the grievance procedure.

## ARTICLE XXII

### POSITION CLASSIFICATION

- A. The position classification plan, as established and maintained by the Township, consists of a schedule for classification titles with classification

specifications for each position, which defines and describes representative duties and responsibilities and sets forth the minimum requirement and qualifications essential to the work.

- B. The Union recognizes the right of the Township to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that such assignments outside of classification shall be made in a manner consistent with the Township's operations and organizational requirements.
- C. When an employee works out-of-class for four (4) or more hours in any day, he/she shall receive the hourly rate for that class that day at a minimum rate, but at no time less than \$2.00 per hour above his/her classification rate.
- D. There will be a designation of Acting Foreman for non-supervisory employees periodically assigned to supervisory duties. Employees so designated shall receive \$2,000 each year served in such capacity. This compensation shall take the place of out-of-title compensation.
- E. An employee shall be compensated at the rate of pay for his/her own classification while performing work of a lower compensated occupation.

### ARTICLE XXIII

#### DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

- A. Discipline of an employee shall be imposed only for just cause. The Union shall be notified in writing immediately following any demotion, suspension or discharge by the Township. The Township will not discipline employees in the presence of other employees or members of the public at large. The Steward is to be present.
- B. Disciplinary action must be instituted within 30 days of the determination of just cause.

**ARTICLE XXIV**

**WORKER'S COMPENSATION**

- A. When an employee is injured on duty during the regularly scheduled working hours, he/she will be entitled to Worker's Compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34.15).

**ARTICLE XXV**

**WAGE INCREASE**

- A. All employees will receive an increase equal to one thousand dollars (\$1,000.00) or 2% of the employee's base salary, whichever is higher, said increase being effective and retroactive to January 01, 2018.
- B. For 2019 and 2020, all employees will receive an increase equal to one thousand dollars (\$1,000.00) or 2% of the employee's base salary, whichever is higher. These increases will be effective January 1<sup>st</sup> of each year.
- C. Starting salaries for the following positions will be increased as listed below:

	<b><u>Current Starting Salary</u></b>	<b><u>New Starting Salary</u></b>
Laborer/Maintenance	\$24,000	\$27,000
Truck Driver II	\$26,000	\$29,000
Truck Driver I	\$29,000	\$32,000
Equipment Operator	\$32,000	\$35,000

- D. For those employees currently in the above job titles, a one-time adjustment will be made effective the first pay in July 2018. These adjustments are to bring current employees in these job titles up to the new starting salary. If a new employee is hired in one of these titles in 2018, then an adjustment of \$250 will be made to the salary of the current employee in the same title. Also, as a result of the increase in starting salaries, any current employee in one of the above titles, who has been

employed by the Township for more than five years, will be placed at a salary that is at least \$500 above the revised starting salary.

- E. All employees hired for the above job titles going forward will begin at the new, increased starting salary.
- F. The Township shall reimburse for CDL driver's license renewals and tanker endorsements, with receipts.

## ARTICLE XXVI

### HEALTH AND WELFARE

- A. The Township shall participate in the New Jersey State Health Benefits Plan and provide prescription benefits through the same.
- B. The Township will provide dental coverage at existing levels.
- C. The Township reserves the right to make changes to these insurance coverages and/or carriers in accordance with applicable statutes and regulations. Unless otherwise required by law, benefits shall be substantially equivalent to those provided above. The Union shall receive prior notice of any such changes.
- D. All full-time permanent and regular part-time employees working thirty (30) or more hours per week will receive full health benefits.
- E. If an employee opts not to have health and dental insurance coverage, they may receive a yearly one lump sum of three thousand dollars (\$3,000.) paid the first pay period in November (subject to statutory restrictions regarding duplicate coverage). Should an employee opt to maintain dental coverage only, the amount will be \$2,700. Should an employee leave employment prior to year's end, payment will be pro-rated for time employed.
- F. Employees who opt to receive health care coverage from the Township agree to pay the required amount per New Jersey State Statute (i.e. Chapter 78). Said contribution shall remain in effect until otherwise

negotiated (as required by law), unless such change is otherwise required as a result of a change in the Statute.

- G. The Township Drug and Alcohol Policy will follow the standard Federal Mandated Policy and Township Policy, and shall apply to all employees covered by this contract/agreement.
- H. Due to the change in mail order prescriptions with an additional co-pay during the change over to the NJ State Health Benefits Plan, each employee shall receive \$200.00 in the first pay of December 2018 and \$200.00 in the first pay of December 2019. The payment will cease following the 2019 payment.

## ARTICLE XXVII

### GENERAL PROVISIONS

- A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by the decision, whereupon the parties agree to commence negotiations relative to the invalidated portion.

## ARTICLE XXVIII

### UNIFORMS

- A. Effective 2018, the Uniform Allowance will be \$425.00 per year. Said allowance will allow employees to order uniforms from the Township designated uniform company. All employees covered by this agreement are expected to wear Township uniforms.

ARTICLE XXIX

DURATION AND TERMINATION

A. The Agreement shall be effective as of January 1, 2018, and shall remain in full force and effect through December 31, 2020.

  
\_\_\_\_\_  
Anthony J. Coppola, Jr., Mayor

  
\_\_\_\_\_  
Joseph Campellone  
Shop Steward

  
\_\_\_\_\_  
David Tucker, President  
Government Workers Union

  
\_\_\_\_\_  
Dated: 8-23-18

Attested:   
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