

AGREEMENT

Between

West Deptford Township

And

AFSCME NJ COUNCIL 63

LOCAL 3523

January 1, 2017 Through December 31, 2020



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PREAMBLE

This Agreement, entered into by the Township of West Deptford (the “Township”) and AFSCME New Jersey, American Federation of State County and Municipal Employees, AFL-CIO Majority Representative, and its affiliated Council 63 (the “Union”), represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I
RECOGNITION

SECTION 1

The Township recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of the employees in the job titles listed in Article I, Section 3 below and any others as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the Laws of 1968, Chapter 303, as amended by the Laws of 1984, Chapter 123.

SECTION 2

As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hire, disciplines/grievances, promotions, etc. to the Union at P.O. Box 207, Franklinville, New Jersey 08322 or Fax (856) 512-2193. This will occur simultaneously as the employee is served.

SECTION 3

This Agreement applies to all full-time, permanent employees of the Township's Department of Public Works and Department of Water & Sewer in the following job titles:

- Laborer
- Shuttle Bus Driver
- Truck Driver
- Meter Reader/Repairman
- Dispatcher
- Equipment Operator
- Maintenance Repairman
- Water/Sewer Maintenance Repairman
- Mechanic

ARTICLE II

CHECK-OFF AND FAIR SHARE FEE

SECTION 1

The Employer agrees to deduct monthly the union membership dues from the pay of the employees who individually request in writing that such deduction be made. The amount to be deducted shall be certified to the employer by the Treasurer of the Union and the aggregate deductions from all the employees shall be remitted to the office of AFSCME New Jersey Council 63 together with a list of names of all the employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made. Dues deductions will begin during the first 30 days of employment.

SECTION 2

Employees covered by the Agreement may only request deductions for the payment of dues to the duly certified majority representative named herein.

SECTION 3

Employees electing to revoke their authorization to deduct union dues must provide written notice during the ten (10) days following the anniversary date of their employment. The Township shall provide notice to the Union of any employee revocation within five (5) days of such revocation. The effective date of termination of dues deducted to the majority representative shall be thirtieth (30th) day after the employee's anniversary date of employment.

SECTION 4

In the event that the Township is determined to have deducted union dues from an employee in error or in violation of any applicable law then in force, which were paid to the Union, the Union agrees to indemnify the Township for any amount of any excess deduction.

ARTICLE III

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1

The Township 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 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, following rights:

A. The executive management and administrative control of the Public Works Department and Water & Sewer Department and their properties and facilities and activities of their 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 of the work required.

C. The right of management to make 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 Public Works Department and Water & Sewer Department after advance notice thereof to the employees to require compliance by the employees is recognized.

D. To hire all employees, to promote, transfer, assign or retain employees in positions within the Public Works Department and Water & Sewer Department.

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.

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 efficient and effective operation of the Public Works Department and Water & Sewer Department.

SECTION 2

In the exercise of the foregoing powers, rights, authority, duties and responsibilities, and in the adoption of policies, rules, regulations and practices and the furtherance thereof, and in the use of judgment and discretion in connection therewith, the Township shall be limited only by 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 any national, state, county or local laws or regulations.

ARTICLE IV

NON-DISCRIMINATION

SECTION 1

There shall be no discrimination, interference, or coercion by the Township or any of its agents against the employees represented by the Union. The Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, religion, age, sex, sexual orientation, national origin, handicap, or membership in any other classification protected by law.

SECTION 2

It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the Union. In the exercise of that right, neither party, nor any of its agents, shall discriminate, coerce or otherwise interfere with the employee.

SECTION 3

The Township and the Union agree that the Township is permitted to take all steps necessary to comply with the Americans with Disabilities Act in the application and construction of this Agreement.

ARTICLE V

MAINTENANCE OF WORK OPERATIONS

SECTION 1

The parties agree that there should be no lockouts, strikes, work stoppage, walk-outs, slowdowns, or other illegal job action during the term of this Agreement. No employee or representative of the Union shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity.

SECTION 2

It is understood that violations of the provisions of this article may subject any employee participating in or condoning such activity to disciplinary action by the Township. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline consistent with Article XIV hereof.

ARTICLE VI

PROBATIONARY PERIOD

SECTION 1

All new and rehired employees work on a probationary basis for the first six months after the date of permanent hire. The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve satisfactory level of performance and to determine whether the new position meets their expectations. The Township uses this period to evaluate employee capabilities, work habits and overall performance.

SECTION 2

Any significant absence longer than ten working days will automatically extend a probationary period by the length of the absence. If the Township determined that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a specific period.

SECTION 3

Every two months, the employee's department head shall prepare a written evaluation of the employee's performance. At the conclusion of the probationary period, a recommendation shall be made regarding the retention or dismissal of the probationary employee. This report shall be submitted to the Township Administrator who will utilize it in making a determination regarding permanent employment.

SECTION 4

Upon satisfactory completion of the probationary period, employees enter the permanent employment classification.

SECTION 5

If an employee is promoted to a higher classification, he or she will then have probationary status for a six month period. Two written evaluations will be executed during the second and fourth months based on performance only.

SECTION 6

During the probationary period, new employees are eligible for those benefits that are required by law only, such as workers compensation insurance and social security. They may also be eligible for other Township provided benefits subject to the terms and conditions of each program as outlined herein.

ARTICLE VII
WORK SCHEDULE

SECTION 1

Normal working hours shall be as follows:

Mechanic: 6:00 am – 2:30 pm or 7 am – 3:30 pm

Dispatcher: 8:00 am – 4:30 pm

All Others: 7:00 am – 3:30 pm

SECTION 2

Employees may be required to work beyond normal working hours, as needed.

SECTION 3

Employees shall be scheduled for on-call time in the Water & Sewer Department. Such employees report to work on Saturday and Sunday between the hours of 7:00 am and 11:00 am. On-call scheduled hours in Water & Sewer shall be equally distributed on a rotational basis throughout the year. Employees who are on-call in the Water & Sewer Department shall also be required to carry an on-call phone for a seven (7) day period for which they will receive a stipend in an amount equal to four (4) hours at the employee's normal hourly rate. Assignments may be traded between employees with a written approval of the Department Head. Employees who have to report to work for an on-call emergency shall be guaranteed a minimum of two (2) hours per on-call emergency.

SECTION 4

Mechanics shall be required to carry an on-call phone for a seven (7) day period for which they will receive a stipend in an amount equal to four (4) hours at the employee's normal hourly rate. Employees assigned to carry the on-call phone shall be

scheduled on a rotating basis. Employees who have to report to work for an on-call emergency shall be guaranteed a minimum of two (2) hours per on-call emergency.

SECTION 5

All employees covered by this Agreement are and shall be deemed essential employees. As such, in the event of weather-related or other emergency circumstances, as determined by the Township Administrator, all such employees may be required to report for work and perform regular or emergency duties as assigned without entitlement for additional compensation if taking place during normal working hours.

SECTION 6

In lieu of morning and afternoon breaks, employees shall receive an extended 60 minute lunch period from 11:30-12:30 pm daily unless otherwise permitted by department supervisor.

ARTICLE VIII

OVERTIME

SECTION 1

Overtime is defined as all hours worked over forty (40) per week.

SECTION 2

Employees may only work overtime with prior approval by the Department Head or Township Administrator. Employees who work unauthorized overtime will be compensated for such time in accordance with this Article; however, they may be subjected to discipline.

SECTION 3

Overtime work shall be distributed based on seniority basis on a rotational basis among all employees within the same classification provided said employees have the skill and ability to perform the work required.

SECTION 4

Overtime shall be paid at the rate of one and one-half (1 ½) times the employee's standard hourly rate.

SECTION 5

"Hours Worked", for the purpose of determining whether or not an employee has fulfilled their regular work week commitment, shall be defined as all hours during the employee's regular work week when the employee is in an approved pay status, (i.e. approved sick day, approved personal day, approved vacation). Call outs are not considered an approved pay status for this purpose.

ARTICLE IX

TRAINING

SECTION 1

Conference, seminar, certification and training attendance is viewed as an opportunity for growth and enhanced benefits for the Township. Employees may attend work related conferences, seminars, certification classes and training with prior approval of their Department Head. Employees who want to attend a conference, seminar, certification, or training must submit a written request to their Department Head at least thirty (30) days in advance of the conference, seminar, certification class or training. Employees may be permitted to attend a conference, seminar, certification, or training

with less than thirty (30) days of notice, in the sole discretion of the Department Head, in the event greater notice is not possible. Approval will be subject to the discretion of the Department Head based upon relevancy to the job and the availability of funds allocated for this purpose in the current budget.

SECTION 2

The Township will provide registration reimbursement for courses required to obtain job-related certifications and licenses. Employees who receive reimbursements must remain in the Township's employ for at least twenty-four (24) months following the completion of the courses toward the certification. Employees who voluntarily separate their employment with the Township within the two-year period must reimburse the Township for 100% of the tuition/certification costs before receiving their final pay.

SECTION 3

Reimbursement for courses required to obtain job-related certifications and licenses shall be made on the following conditions:

A. All registration payments for conferences, seminars, training and classes for certification and licensing will be paid directly by the employee to the vendor. Upon successful completion, the employee will submit an employee expense reimbursement request to the Department Head. Reimbursements are processed as part of the normal bill list by the Township Committee at all regular monthly meetings.

B. Licensing fees will be paid for directly by the employee. Upon receipt of the license or certification the employee will submit an employee expense reimbursement request to the Department Head. Reimbursements are processed as part of the normal bill list by the Township Committee at all regular monthly meetings.

C. The Township will not pay for failed courses, incomplete classes or registrations/certification not obtained.

D. Conference, seminar, certification class and training attendance will be reviewed annually during the budget process. The Department Head is responsible for including the cost of conferences, seminars, training, and certification courses in the Department Budget. Employees must recognize that financial constraints may restrict attendance.

ARTICLE X

DRESS CODE

SECTION 1

Each employee is expected to dress appropriately for the job. The following factors are relevant to determining appropriate dress:

- Safety, including necessary precautions when working with or near heavy equipment, motor vehicles, machinery and hazardous materials;
- Nature of work;
- Nature of employee contact with the public and the normal expectations of outside parties toward employees;
- Practices of others in similar jobs; and
- Consideration of the image the Township's wishes to project.

SECTION 2

Dress, grooming, and personal hygiene must be appropriate for the position and compliant with applicable OSHA safety regulations. All employees are required to dress in a manner that is normally acceptable in similar business establishments and consistent with applicable safety standards. Employees shall not wear jeans, shorts, suggestive attire, athletic

clothing, T-shirts/polo shirts imprinted with anything other than Township logos and information, novelty buttons, and similar items of casual attire that do not present a businesslike appearance, including torn clothing or sleeveless shirts. Hair sideburns, moustaches, and beards must be clean, combed, and neatly trimmed. With the advance approval of the Township Administrator, the Township will make reasonable religious accommodations that do not violate safety standards. Employees of the Union must wear ANSI approved safety toed work shoes/boots and high visibility outerwear, protective eyewear, hard hats, hearing protection, gloves and other Personal Protective Equipment as required for the job, while at work. Employees violating this policy shall be required to take immediate corrective action or will be sent home without pay. Notwithstanding anything set forth in this section, employees may wear khaki shorts when their assigned tasks are not safety-sensitive, provided that they have pants available on-site.

SECTION 3

The Township will provide all regular, full-time employees in the Union, except for the Dispatcher, with a uniform containing 11 shirts and 11 pants within three (3) months of the execution of this Agreement. All regular, full-time employees in the Union, except for the Dispatcher, shall also be entitled to a one-time payment of \$540.00 per year for the purpose of cleaning and maintaining such uniforms, which payment shall be made on the first pay period in December. A one-time payment of \$540.00 shall be made on the first pay date following the execution of this Agreement to the Dispatcher.

SECTION 4

Employees shall exercise care to avoid needlessly or excessively damaging the attire, as replacement costs incurred may be shared with the employee.

SECTION 5

The Township will place on account with a pre-selected vendor having a shoe van and a local retail establishment, \$300.00 per calendar year for each regular, full-time

employee of the Union. ANSI approved safety toed work shoes/boots shall be worn at all times while at work.

SECTION 6

Beginning in 2018, all employees with risk exposure who require prescription eye glasses will receive reimbursement for up to \$200.00 towards one pair of prescription safety glasses every other year (even numbered years). Employees must present a copy of their prescription in order to be eligible.

SECTION 7

Each regular full-time employee of the Union with a risk exposure will be issued 12 pair of work gloves each calendar year.

SECTION 8

Upon the effective date of this Agreement for current employees and upon initial assignment of personnel to the Public Works Department or Water & Sewer Department, the Township shall supply each regular full-time employee of the Union serving in the title of laborer, mechanic, equipment operator, meter reader, truck driver, maintenance repair person, dispatcher with one (1) jacket and one (1) vest which meet NJDOT reflectivity requirements for outerwear.

SECTION 9

Upon the effective date of this Agreement for current employees and upon initial assignment of personnel to the Public Works Department or Water and Sewer Department, the Township shall supply each regular full-time employee of the Union serving in the title of laborer, mechanic, equipment operator, meter reader, truck driver,

maintenance repair person with one set of rain gear, which shall include one (1) pair of waterproof pants and one (1) waterproof jacket.

SECTION 10

The care, maintenance, and repair of the jackets and bib overalls will be the responsibility of the employee to which they are assigned. Replacement of lost or damaged jackets and overalls will be at the sole discretion of the Township.

SECTION 11

Upon the effective date of this Agreement for current employees and upon initial assignment of personnel to the Public Works Department or Water and Sewer Department, the Township shall supply each regular full-time employee of the Union serving in the title mechanic with one set of coveralls.

SECTION 12

The Township will supply additional specialty personal protective equipment (respirators, hearing protection, fall protection, welding shields, etc.) in accordance with PEOSHA standards as required for each job.

SECTION 13

Nothing in this Agreement shall alter or affect the Dress Code Policy of the Township, which shall be incorporated herein as if set forth at length.

ARTICLE XI

TOWNSHIP PROPERTY

SECTION 1

All drivers will check oil, gas, tires, water in radiators and battery, and hydraulic fluid. Each driver will complete a written daily log sheet documenting any problems

which they are having with the equipment and submit the signed and dated sheet to their immediate supervisor.

SECTION 2

Each driver is responsible for the cleaning and appearance of their equipment.

SECTION 3

Operators of Township vehicles and equipment must report any accident, regardless of the circumstances, to their department heads at the time of the accident. Operators of vehicles must remain with the vehicle at the site of an accident until police arrive at the scene.

SECTION 4

Employees are encouraged to submit suggestions which they feel will aid the Township in conducting a more efficient operation in the public service. Examples of types of suggestions include the following aspects of operation:

- Cost reduction;
- Productivity increases;
- Safety Improvements;
- Removal of work bottlenecks;
- Improvement of quality service; and
- Improvement of employee morale.

ARTICLE XII

SENIORITY

SECTION 1

Seniority is defined as an employee's total length of service with the Township, beginning with his original date of employment.

SECTION 2

An employee having broken service with the Township (as distinguished from an authorized leave of absence) shall not accrue seniority credits for the time he was not employed by the Township.

SECTION 3

If a question rises concerning two or more employees who were hired on the same date, the following shall apply: if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Township's payroll records. If hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order (of the employee's name).

SECTION 4

The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of the same to the Union upon reasonable request.

SECTION 5

The Union will be given adequate notification of any new or additional AFSCME positions created within the Township.

SECTION 6

In cases of promotions, layoffs, recalls, vacation schedules or other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved.

ARTICLE XIII

DRUG & ALCOHOL POLICY

SECTION 1

In order to provide and maintain a safe, drug/alcohol-free work environment, as well as to comply with 49 C.F.R. Parts 40, 199, and 382, all employees covered by this agreement may be subjected to drug/alcohol testing as set forth herein and subjected to discipline for any failures to comply with this Article.

SECTION 2

The Township may take disciplinary action against employees who unlawfully use, distribute or possess alcohol, drugs or controlled substances during or outside assigned working hours in order to prevent illegal activities and to protect employees, the public and Township property from danger which may result from the illegal use of alcohol, drugs or controlled substances.

SECTION 3

For purposes of this Article, the following definitions shall apply:

A. "Employee" means a person employed by the Township and covered by this Agreement.

B. "Split specimen collection procedure" means a collector will split the urine specimen into two separate bottles. Bottle A (primary) and Bottle B (split). Both bottles are sent to a SAMHSA (or equivalent) certified laboratory where Bottle A is tested. If the laboratory analysis is confirmed as positive, Bottle B remains unopened and held in storage at the laboratory.

C. "Fail a drug/alcohol test" means that the confirmation test result shows a positive evidence of the presence of a prohibited drug/alcohol in an employee's system. When the MRO reports the employee's test result as positive or as a refusal to test because it was adulterated or substituted, the MRO will offer the employee an opportunity to have the Bottle B – the Split tested at another laboratory as an independent way to determine if the primary test results were accurate. The employee has 72 hours to request the split test through the MRO.

D. "Pass a drug/alcohol test" means that initial testing or confirmation testing does not show evidence of the presence of prohibited drug/alcohol in a person's system.

E. "Prohibited drug" means any of the following substances specified in the Schedule I or Schedule II of the Controlled Substances Act, 21 U.S.C. 801.812 (1981 and 1987 CUM.P.P.): Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine "PCP".

SECTION 4

Employees may be subjected to the following drug/alcohol testing:

A. Pre-employment Testing. No employee will be hired unless that person passes a drug/alcohol test or is covered by a recognized anti-drug/alcohol program, documentation of which must be supplied to the Township.

B. Post-accident Testing. A driver must not consume alcohol while on duty, four hours prior to duty-time, and up to eight hours following an accident or until the employee undergoes a post-accident test, whichever occurs first. A driver must not consume any prohibited drug as noted above. As soon as possible but no later than 2-8 hours after an accident occurs during employment hours, any employee whose

performance either contributed to the accident or whose performance cannot be completely discounted as a contributing factor to the accident shall be drug/alcohol tested. The decision to test or not to test shall be at the sole discretion of the Township based upon the base information available immediately after the accident. The supervisor in conjunction with any other investigative personnel shall fully document the basis upon which a decision to test or not to test is made. In the case of an accident involving a fatality or involving the issuance of a citation to a Township employee, the involved employee shall automatically be tested. All covered employees shall immediately report all accidents or citations issued during the employee's course of his/her shift regardless of the type or ownership of vehicle involved in the accident or the citation. Employees undergoing post-accident testing may not operate a vehicle until a negative test result has been confirmed.

C. Random Testing. At least 25% of all employees shall be drug tested and 10% of all employees shall be alcohol tested every 12 months. The employees for testing shall be selected by using a random number table that is matched with an employee's identification number.

D. Testing based on reasonable cause. Whenever there is reasonable cause to believe that an employee is using a prohibited drug/alcohol, such employee shall be drug/alcohol tested. The decision to so test will be based on a reasonable belief that the employee is using a prohibited drug/alcohol on the basis of the specific, contemporaneous, physical, behavioral or performance indicators of probable drug/alcohol use.

SECTION 5

Refusal to submit to the drug/alcohol testing set forth herein shall be treated the same as failing the drug/alcohol test. Failure to appear for any test within a reasonable time, as determined by the Township Administrator, or fails to cooperate with the testing process in any way, shall be treated as refusal to submit to the drug/alcohol testing.

SECTION 6

Employees shall not report for duty or remain on duty that requires driving or performing safety-sensitive functions when the employee uses any controlled substance, except when the use is at the instruction of a physician who has advised the driver that the substance does not adversely affect the ability to safely operate a CMV.

SECTION 7

The Township will provide an "Employee Assistance Program" for its employees and supervisory personnel that will include a program of education and training on the effects of drug abuse. The Township will make available to all employees informational material related to the cause and effects of substance abuse and additionally will provide a community service hotline telephone number, which can be used by Township employees whenever assistance is required.

SECTION 8

All employees are entitled to voluntarily participate in the "Employee Assistance Program" regardless of positive test result being received. However, if there is a positive test result, participation in the "Employee Assistance Program" or an alternate program approved by the Township shall be a prerequisite to continued employment. Refusal to enroll in a program or to complete a full course of rehabilitation shall be cause for

immediate termination of services. A positive alcohol test is one with a level of .040 or greater. Employees with a pattern of reading between .020 and .039 will also be subjected to enrolling in a mandatory counseling program.

SECTION 9

In addition to completing a required course of rehabilitation, employees shall be subject to the following discipline:

A. Following the confirmation of a positive test, there shall be a minimum five (5) day suspension. In the case of an alcohol test result between .020 and .039, the penalty would be limited to a suspension for 24 hours out of service. The suspension shall remain in full force until there is a negative retest provided to Township through a certified laboratory (all costs of testing to be borne by the employer), but failure on the part of the employee to present a negative test result within six (6) weeks from the original incident date shall automatically result in termination of services. After two weeks the Township reserves the right, for reasons of operational efficiency, to fill the suspended employee's position and in such case, the suspended employee would be entitled to the next available opening providing all other conditions (rehabilitation and negative test result) are met.

B. Employees found to be in violation of this policy (confirmation of positive drug/alcohol test) on a second occasion will be immediately dismissed.

SECTION 10

A person who returns to duty as an employee after rehabilitation shall be subject to a reasonable program of follow-up drug/alcohol testing without prior notice for not more than sixty (60) months after his or her return to duty. All return to duty and follow up tests must be conducted under direct observation.

SECTION 11

All safety sensitive employees who take an over-the-counter medication or a prescribed drug pursuant to the instruction of a licensed physician, must consult his/her prescribing medication professional to determine whether the drug may have an adverse effect on his/her personal safety or job performance while at work. If the effects of the medication could pose a danger to the employee's safety, or the safety of a co-worker or any other person, or otherwise impair the employee's ability to perform his/her job, the employee must inform his/her immediate supervisor and department head.

The employee shall provide a physician's note which effectually states that the medication does not adversely affect the ability to perform safety sensitive functions. The documentation does not have to state the reason why the employee is being prescribed the medication, but only that the use of the prescribed medication does not affect his/her ability to perform his/her safety-sensitive function. This documentation shall be presented to the employees' immediate supervisor and department head who shall forward same to the Township Administrator. Failure or refusal by an employee to provide such documentation voluntarily or upon request may result in discipline, up to and including termination of employment.

ARTICLE XIV

DISCIPLINE

SECTION 1

In cases of employee misconduct, corrective action shall be for the purpose of correcting undesirable behavior and preventing a recurrence of that behavior. The corrective action taken will be related to the gravity of the situation, the number and kind of previous infractions and other circumstances. In every case, employees will be given an opportunity to state the situation from their point of view.

SECTION 2

In order to correct undesirable behavior, supervisors and managers may utilize the following corrective tools: verbal reprimand; written reprimand; suspension; fines, and, dismissal. At the discretion of Township Administrator, action may begin at any step, and/or certain steps may be repeated or by-passed, depending on the severity and nature of the infraction and the employee's work/disciplinary record.

SECTION 3

Records of all discipline shall be preserved in an employee's personnel file. Following the one year anniversary of a minor disciplinary event, such event may no longer be used as a basis for increased discipline. Prior major disciplinary events may always be used as a basis for increased discipline. For purposes of this Agreement, "minor disciplinary events" and "major disciplinary events" shall have the definitions assigned in Section 5 of this Article, below.

SECTION 4

For illustrative purposes, the following are examples of contact that will subject an employee to discipline:

- Falsification of public records, including attendance and other personnel records.
- Failure to report absence.
- Harassment of co-workers and/or volunteers and/or visitors.
- Theft or attempted theft of property belonging to the Township of West Deptford, fellow employees, volunteers or visitors.
- Failure to report to work day or days prior to or following a vacation, holiday and/or leave, and/or any other unauthorized day of absence.
- Physical fighting on Township of West Deptford property at any time.
- Being under the influence of intoxicants (e.g., liquor) or illegal drugs (e.g., cocaine or marijuana) on Township of West Deptford property and at any time during work hours.
- Possession, sale, transfer or use of intoxicants or illegal drugs on Township of West Deptford property and at any time during work hours.
- Insubordination.
- Entering the building without permission during non-scheduled work hours.
- Soliciting on Township of West Deptford premises during work time. This includes but is not limited to distribution of literature or products or soliciting membership in fraternal, religious, social or political organizations, and/or sales of products, such as those from Avon, Amway, etc.
- Careless waste of materials or abuse of tools, equipment or supplies.
- Deliberate destruction or damage to Township of West Deptford or suppliers' property.
- Sleeping on the job.
- Carrying weapons of any kind on Township of West Deptford premises and/or during work hours, unless carrying a weapon is a function of your job duties.
- Violation of established safety and fire regulations.
- Unscheduled absence, and chronic or excessive absence.

- Chronic tardiness.
- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours.
- Defacing walls, bulletin boards or any other Township of West Deptford or supplier property.
- Failure to perform duties, inefficiency or substandard performance.
- Unauthorized disclosure of confidential Township of West Deptford information.
- Gambling on Township of West Deptford premises.
- Horseplay, disorderly conduct and use of abusive and/or obscene language on Township of West Deptford premises.
- Deliberate delay or restriction of your work effort, and/or incitement of others to delay or restrict their work effort.
- Conviction of a crime or disorderly persons offense.
- Violating any Township of West Deptford rules or policies.
- Conduct unbecoming a public employee.
- Violation of Township of West Deptford policies, procedures and regulations.
- Violation of Federal, State or Township of West Deptford laws, rules, or regulations concerning drug and alcohol use and possession.
- Misuse of public property, including motor vehicles.
- Unauthorized use of computers, Internet, and email.
- Failure to have a valid and current New Jersey Driver's License.
- Other sufficient cause.

The foregoing list of disciplinary infractions is not intended to be all-inclusive.

SECTION 5

Major disciplinary action includes termination, disciplinary demotion or suspension or fine of two (2) working days or more. Minor discipline includes a formal, written reprimand or a suspension or fine of one working days or less. Employees who

object to the terms or conditions of major disciplinary action are entitled to a hearing under the applicable grievance procedure. In every case involving employee discipline, employees will be provided with an opportunity to respond to charges either verbally or in writing.

SECTION 6

The terms of the Employee Handbook shall apply to all employees covered by this Agreement unless expressly contradicted by this Agreement, in which case this Agreement shall govern.

ARTICLE XV

COMPENSATION

SECTION 1

Employees shall be compensated at the base salary/hourly rates set forth in Appendix I, provided that no employee shall have his or her compensation reduced as a result. For purposes of clarity, employees shall be transferred from the seven step scale set forth in the Contract By and Between West Deptford Township and Public Works Committee for 2014, 2015, 2016 to the thirteen step scale established in this Agreement by advancing from their 2016 step assignment to their 2017 step assignment on the seven step scale, then being reassigned to the thirteen step scale assignment that is closest in salary without reducing the same. Should there be any disagreement between this methodology and Appendix I, the correct application of the methodology shall govern.

SECTION 2

Current employees shall be assigned to the steps set forth in Appendix II retroactive to January 1, 2017 and retroactively advance to the next step on January 1,

2018, and advance to the successive steps annually on January 1 thereafter. Current employees who are assigned to step 13 in Appendix II, after having previously reached step 7 in the Contract by and between West Deptford Township and Public Works Committee, which expired on December 31, 2016, shall receive a two percent (2%) increase to base salary/hourly rate retroactive to January 1, 2017, with another two (2%) increase to base salary/hourly rate retroactive to January 1, 2018, with subsequent increases pursuant to Section 5 below.

SECTION 3

Employees promoted to a new job title will assume the step in the new job title with the salary closest to their current salary, provided that no employee shall have his or her compensation reduced as a result of a promotion. For example, a step 5 Laborer promoted to the position of Mechanic would assume step 1 in the new title.

SECTION 4

New employees will advance to the next step within their job title automatically on January 1 following their first employment anniversary, and annually on January 1 thereafter.

SECTION 5

Employees who have attained the highest step shall receive a two percent (2%) increase to base salary/hourly rate on the next January 1, and annually on January 1 thereafter.

SECTION 6

Qualified employees who are called upon to work in a different job title on a temporary basis for a full shift (8 hours) or more shall be compensated at the higher rate of the two positions for such time.

SECTION 7

All openings for positions covered by this Agreement will be posted internally for ten (10) working days before being posted externally. Employees posting for an open position must be fully licensed and certified for that position at the time of their application.

SECTION 8

All employees who obtain pre-approved, job-related licenses shall receive an additional \$.15 per hour, per license. The licenses for which these payments are available are: Class "A" Articulated Driver's License, W1, W2, W3, C1, C2, C3, T1, T2, T3, and Pesticide. Failure to maintain this license shall result in the loss of this increase.

SECTION 9

Effective December 31, 2014, employee longevity payments provided for by Article 5, Section 6 of the Contract by and between West Deptford Township and Public Works Committee, which expired on December 31, 2016, were frozen at their then current amount.

SECTION 10

Effective January 1, 2016, employee longevity payments provided for by Article 5, Section 7 of the Contract by and between West Deptford Township and Public Works

Committee, which expired on December 31, 2016, were frozen at their then current amount.

ARTICLE XVI

MEDICAL BENEFITS

Medical Benefits

SECTION 1

Subject to the employee premium sharing schedule detailed below, the Township shall provide medical benefits through the New Jersey State Health Benefits Program or substantially similar plans for full-time employees for medical and prescription drug benefits. The Parties agree to be bound by the requirements and terms of the New Jersey State Health Benefits Program and the New Jersey State Health Benefits Commission, and/or any substantially similar plan.

SECTION 2

The Township will provide a comprehensive dental insurance plan comprised of full family coverage as set forth in “Plan Document and Summary Plan for West Deptford Township” or a substantially similar plan.

SECTION 3

Employees and their qualified dependents shall receive a vision care benefit that provides a \$100 reimbursement toward the purchase of prescription eyeglasses or contact lenses, once every two calendar years, with proof of prescription, provided that health benefits covering this type of corrective lenses are exhausted first.

Premium Contribution

SECTION 4

The amount of contribution to be paid by an employee towards the cost of coverage for medical and prescription drug benefits for the employee and any eligible dependent shall be either 1.5 percent of the employee's base salary or according to the contribution schedule below, whichever contribution amount is greater.

SECTION 5

Employees shall contribute towards the cost of coverage for medical and prescription drug benefits at the following percentages based upon the employee's base salary:

Single Family		Family Coverage		Member/ Spouse or Child Coverage	
Salary Range	%	Salary Range	%	Salary Range	%
less than 20,000	4.50	less than 25,000	3.00	less than 25,000	3.50
20,000-24,999.99	5.50	25,000-29,999.99	4.00	25,000-29,999.99	4.50
25,000-29,999.99	7.50	30,000-34,999.99	5.00	30,000-34,999.99	6.00
30,000-34,999.99	10.00	35,000-39,999.99	6.00	35,000-39,999.99	7.00
35,000-39,999.99	11.00	40,000-44,999.99	7.00	40,000-44,999.99	8.00
40,000-44,999.99	12.00	45,000-49,999.99	9.00	45,000-49,999.99	10.00
45,000-49,999.99	14.00	50,000-54,999.99	12.00	50,000-54,999.99	15.00
50,000-54,999.99	20.00	55,000-59,999.99	14.00	55,000-59,999.99	17.00
55,000-59,999.99	23.00	60,000-64,999.99	17.00	60,000-64,999.99	21.00
60,000-64,999.99	27.00	65,000-69,999.99	19.00	65,000-69,999.99	23.00
65,000-69,999.99	29.00	70,000-74,999.99	22.00	70,000-74,999.99	26.00
70,000-74,999.99	32.00	75,000-79,999.99	23.00	75,000-79,999.99	27.00
75,000-79,999.99	33.00	80,000-84,999.99	24.00	80,000-84,999.99	28.00
80,000-94,999.99	34.00	85,000-89,999.99	26.00	85,000-99,999.99	30.00
95,000 and over	35.00	90,000-94,999.99	28.00	100,000 and over	35.00
		95,000-99,999.99	29.00		
		100,000-109,999.99	32.00		
		110,000 and over	35.00		

SECTION 6

Base salary in addition to any frozen longevity and any payments under Article XV, Sections 6 and 8 shall be used to determine what an employee earns for the purposes of this provision and shall mean pensionable salary.

SECTION 7

As used in this Article, “cost of coverage” means the premium or periodic charges for health care and prescription benefits provided, pursuant to N.J.S.A. 40A:10-16 et seq., or any other law, by the Township. If the Employer is required by law to provide dental, vision or other healthcare benefits not otherwise heretofore provided, the “cost of coverage” shall include the premium or periodic charges for those additional mandated benefits as well.

SECTION 8

“Healthcare plan” or “health benefits” mean the healthcare plans for medical and prescription drug benefits. If the Employer is required by law to provide dental, vision or other healthcare benefits not otherwise heretofore provided, the definition of “healthcare plan” or “health benefits” shall also include the additional mandated benefits.

SECTION 9

Employee contributions shall be made by way of withholding of the contribution from the employee’s pay, salary, or other compensation. Withholdings shall be made by way of twenty-six (26) equal payroll deductions in a calendar year, to the extent possible, in accordance with the Employer’s regular payroll practices.

Co-Payments

SECTION 10

~~Medical and prescription co-payments shall be consistent with the rates set forth in the plans offered by the New Jersey State Health Benefit Program or a substantially similar plan as determined by the Employer. The Township shall sponsor a Health Reimbursement Agreement (HRA) plan through which the Township shall reimburse employees for the difference between co-payments under the New Jersey State Health Benefit Program or a substantially similar plan and the eligible co-payments under the terms of the 2015 Insurance Administrators of America (IAA) Summary Plan Document.~~

Dependent Coverage

SECTION 11

“Civil union partners” and “domestic partners” under New Jersey law shall be considered as dependents eligible for insurance benefits.

SECTION 12

The Township shall make dependent coverage in its health and prescription plans as set forth in this Article, available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student Status is not required. Coverage will be terminated at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.

SECTION 13

Subject to the provisions and requirements of P.L. 2005 C. 375, employees who are enrolled through any Township health or prescription plan may elect to enroll their

dependent until age 31 for an additional premium which shall be billed directly to the employee by the insurance carrier. Dependents who are permanently disabled will remain covered during the employment of the employee.

SECTION 14

Employees shall be responsible for extra costs incurred by the Employer if there is a change in an employee's life status (divorce, death of spouse, etc.) which would affect his or her health and prescription benefits and the employee does not report it to the Employer within 60 days of the event.

Flexible Spending Account

SECTION 15

The Township shall provide a flexible spending account (FSA), pursuant to P.L. 2011, C. 78, to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

Retiree Benefits

SECTION 16

Employees of the Township hired on or before December 31, 2016, shall be entitled to retirement health benefits for the employee and eligible spouse or domestic partner, subject to the provisions set forth below.

SECTION 17

Employees of the Township hired on or after January 1, 2017, shall be entitled to retirement health benefits for the employee only, subject to the provisions set forth below.

SECTION 18

Employees who retire with twenty (20) or more years of service with the Township and twenty-five (25) or more years of service in the state pension system, or retire at age 65 or older with fifteen (15) or more years of service with the Township, or retire on an ordinary disability pension shall receive the medical benefits set forth in Sections 1 through 3 above subject to a contribution of 1.5 percent of the retiree's monthly pension allowance or the amount determined in accordance with Section 39 of P.L. 2011, chapter 78, including any future cost of living adjustments, whichever is greater.

SECTION 19

All retirees and eligible spouses of retirees, age sixty-five (65) or older, who are receiving benefits through the Employer are required to enroll in Medicare Parts A & B within three months of becoming eligible for Medicare, without exception. At that time, the retiree and/or eligible spouse shall designate Medicare as his/her the primary insurance.

Work Related Health Insurance After Retirement

SECTION 20

Those who elect to work after retirement will not receive duplicate medical coverage. In the event that such subsequent employment provides healthcare coverage

substantially similar to the coverage already provided by the Township, the Township will be relieved of paying any medical plan premium during the time of such coverage. In the event the retiree deliberately declines otherwise available medical and prescription coverage for the retiree and spouse and/or family dependents (if the retiree receives retiree and spouse and/or dependent benefits from West Deptford) which is substantially similar to the medical and prescription coverage offered by the Township, the Township shall thereafter be relieved of the obligation to provide medical and prescription coverage to such retiree, and spouse and/or dependents as applicable. If alternate coverage through post retirement employment is obtained by the retiree, thus relieving the Township from providing the retiree health benefits, but thereafter ceases, proof shall be furnished to the Township before reinstatement into the Township sponsored medical plan(s) shall occur.

SECTION 21

All employees covered by this Agreement will be covered by the New Jersey Temporary Disability Benefits Law. This plan will take effect after all accumulated sick time has been exhausted.

Waiver of Coverage

SECTION 22

Active Employees covered under this agreement, may request a waiver of employer provided health benefits coverage. All those employees who choose to waive employer provided health benefits coverage for the full year shall be compensated \$2,500 annually for the year in which the health insurance benefit is waived for the entire calendar year, subject to any restrictions imposed by the State Health Benefit Plan or other substantially similar plan. This payment will be made on the first pay period of the

year following the calendar year in which health benefits coverage was waived. This benefit is not available to retired employees.

ARTICLE XVII

VACATION

SECTION 1

Regular employees of the Township shall be entitled to the following annual vacation with pay:

<u>YEARS OF SERVICE</u>	<u># OF VACATION DAYS</u>
0 to end of 1 st year	5
Start of 2 nd year through 5 th year	10
Start of 6 th year through 10 th year	15
Start of 11 th year through 15 th year	20
Start of 16 th year	21
Start of 17 th year	22
Start of 18 th year	23
Start of 19 th year	24
Start of 20 th year	25

SECTION 2

For purposes of assigning vacation days, the employee's anniversary date will be used to make all upgrades. The anniversary date shall be the date of the employee's hire at the Township. Vacation time is to be scheduled in increments of at least 4 hours.

SECTION 3

Employees are assigned vacation days on January 1 and are entitled to use them after that date. When an employee's anniversary will provide them with sufficient years of service to warrant additional vacation days under Section 1 above, the higher number of vacation days will be assigned on January 1 of the year in which the anniversary will occur, subject to reimbursement by the employee if his or her employment terminates (for any reason) prior to his or her anniversary date.

SECTION 4

In the case of new employees vacation days will be assigned on a pro-rata basis. Employees hired into the Union on or after January 1, 2017 and who are serving in an initial probationary period or any extended probationary period will accrue but not be able to utilize vacation time during their probationary period. The ability to utilize vacation time will only commence following the employee becoming a regular full time employee.

SECTION 5

Vacation pay shall be at the employee's current base rate of pay.

SECTION 6

In the event employment is terminated during the year, vacation days shall be pro-rated and employees shall be responsible for paying back any days used in excess of their pro-rata entitlement.

SECTION 7

Promptly after January 1st of each calendar year each eligible employee shall be requested to specify the vacation period he or she desires. Vacations will, so far as

possible, be granted at times most desired by the employees (longer service employees being given preference as to choice). Vacations of more than two days must be approved at least two (2) weeks prior to their beginning, unless approved by the department head. Vacations of two days or less must be approved at least twenty-four (24) hours prior to their beginning, unless approved by the department head.

SECTION 8

Vacations will be taken no more than two (2) weeks at a time unless given prior approval by the department head.

SECTION 9

To receive full vacation pay, the employee must be in an approved pay status the workday preceding and the work day following the vacation. If an employee calls out sick on either day, the day must be supported by bona fide medical evidence to receive vacation pay.

SECTION 10

All unused vacation leave must be taken prior to the actual retirement date of the employee.

SECTION 11

Any employee who voluntarily terminates his/her employment with the Township shall be entitled to vacation time or vacation pay on a pro-rata basis.

SECTION 12

It is understood and recognized by the Union that final approval of all vacation schedules shall be made by the Township based upon needs of the Township. The

decision approving or denying vacation requests will be communicated in writing to the employee within three (3) working days of receipt of the written request.

SECTION 13

Employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits in the calendar year in which it is earned. In the event that available vacation is not used or cannot be used due to business needs, by the end of the benefit year, employees shall submit a request for vacation carry over and the vacation time off schedule for those days to the Township Administrator no later than November 1 of the current year. A maximum of forty (40) hours of vacation time may be carried over into the next benefit year at the discretion of the Administrator. Employees shall not at any time be permitted to accumulate more than 240 hours of vacation time.

ARTICLE XVIII

PERSONAL DAYS

SECTION 1

Regular employees shall be entitled to three (3) personal days per calendar year. Employees hired into the Union on or after January 1, 2017 and who are serving in an initial probationary period or any extended probationary period will accrue but not be able to utilize personal time during their probationary period. The accrual of personal time will only commence following the employee becoming a regular full time employee.

SECTION 2

Personal days shall be used by employees for personal, business, household or family matters described in this Article that cannot be accomplished outside the normal workday, and shall not carry over from year to year. Should an employee resign or be

terminated, any unused personal days shall be lost. Personal days are to be scheduled in increments of at least 15 minutes.

SECTION 3

An employee who plans to use a personal day shall submit a request to his/her immediate supervisor in person at least two (2) working days in advance. In the event that an unforeseen occurrence or emergency requiring a lesser period of advance notice necessitates the use of a personal day, the Township has the right to inquire as to the nature of the unforeseen occurrence or emergency and to request proof or verification of the unforeseen occurrence or emergency.

ARTICLE XIX

HOLIDAYS

SECTION 1

For the purpose of this agreement the following are to be considered holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln'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

SECTION 2

When a holiday falls on Saturday it shall be recognized on the preceding Friday, if on a Sunday it will be celebrated on the following Monday.

SECTION 3

In order to receive holiday pay an employee must be in an approved pay status the workday preceding and the work day following the holiday. If an employee calls out sick on either day, the day must be supported by bona fide medical evidence to receive holiday pay.

ARTICLE XX

SICK LEAVE

SECTION 1

Sick leave is hereby defined to mean an absence of any employee from duty because of the employee's personal illness or the illness of the employee's spouse, domestic partner, or child that prevents the employee from doing the usual duties of his/her position.

SECTION 2

Regular employees shall be entitled to one (1) day of sick leave for each month of service from the day of appointment up to December 31st following appointment and fifteen (15) days per year thereafter. Employees hired into the Union on or after January 1, 2017 and who are serving on an initial probationary period or any extended probationary period will be required to provide a doctor's note and verification of illness for any sick time used during the probationary period. A maximum of three days of sick leave is available for use during the probationary period or any extended probationary period. All sick leave to be accrued during a calendar year will be posted and available for use on January 1 or the day of appointment for new employees.

SECTION 3

Sick leave may be carried over indefinitely.

SECTION 4

Absences of three (3) or more consecutive days must be supported by a doctor's note. Failure to provide adequate documentation may result in the denial of sick leave benefits and the employee will suffer a loss of pay for any unauthorized absence. In the event the employee has exhausted his/her accumulated sick leave and is sick, the absence may, at the Township Administrator's discretion, be charged to the employee's vacation time, if any.

SECTION 5

Accrued sick leave shall not be paid to any employee dismissed for just cause.

SECTION 6

An employee who is unable to report for work due to sickness or injury must provide notice of Sick Leave by calling the designated answering machine not later than one half (1/2) hour before the start of the shift. Failure to provide such notice of Sick Leave will result in loss of pay and will be cause for disciplinary action consistent with Article XIV.

SECTION 7

Unauthorized absences of three (3) consecutive calendar days will constitute a resignation.

SECTION 8

Upon retirement in good standing from Township service, employees hired before January 1, 2014 shall be permitted to a sell back up to 25% of his/her unused sick time at

his/her current rate of pay, but not to exceed the rate of \$30.00 per hour or a maximum payment of \$15,000. In no event shall an employee be allowed to use accumulated sick time as paid leave time for the purposes of computing his/her retirement date, separation date, or resignation date.

SECTION 9

Employees hired after January 1, 2014 shall not be entitled to sell back any unused portion of his/her accumulated sick time at the time of separation from Township service.

SECTION 10

When employees personal illness qualifies for job protected leave under the Family and Medical Leave Act or the New Jersey Paid Family Leave Act, such leave shall run concurrently with the sick time granted in this Article.

ARTICLE XXI

BEREAVEMENT LEAVE

SECTION 1

In the event of a death in the immediate family of an employee, the department head, with the consent of the Administrator, may grant not more than five (5) days leave with pay.

SECTION 2

The "immediate family" shall include spouse, domestic partner, civil union partner, child(ren), parents, brothers, sisters, grandparents, legal guardian or guardians, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, foster child(ren), step child(ren) or members of the employee's immediate household residing in

the same residence as the employee and subject to reasonable verification of actual residence.

SECTION 3

Reasonable verification of the event may be required by the Township.

ARTICLE XXII

JURY DUTY

SECTION 1

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

A. The employee must notify his/her supervisor immediately upon receipt of a summons for jury service; and,

B. The employee submits adequate proof of days served on the jury and the amount to be received for such service.

SECTION 2

To implement the requirements of Section 1 above, the employee will receive his/her full paycheck and will endorse over to the Township the check received for performing jury duty.

ARTICLE XXIII

COURT LEAVE

SECTION 1

Employees shall be given time off without loss of pay when required to appear before a court, legislative Union, judicial or quasi-judicial body in connection with business of the Township.

ARTICLE XXIV

WORKER'S COMPENSATION

SECTION 1

Worker's compensation will be payable in accordance with applicable law.

SECTION 2

Any employee who is injured, whether slight or severe, while working, must make an immediate report prior to the end of the shift thereof, if possible, to the immediate supervisor. Failure to so report said injury may result in the failure of the employee to receive compensation benefits.

SECTION 3

The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he/she is unable to work, and, the Township may reasonably require the employee to present such certificate from time to time.

SECTION 4

If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to request the employee to obtain a physical examination and certification of fitness by a physician

appointed by the Township. This Section is not intended to waive any other rights the Township may have under applicable law.

ARTICLE XXV

MILITARY LEAVE

SECTION 1

Military leave shall be granted in accordance with applicable law.

ARTICLE XXVI

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 Township.

SECTION 3

A. 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 alleged violation of policies, agreements and administrative decisions affecting them.

B. 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 or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three 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 written mutual consent:

Step One: The aggrieved or the Union President shall institute action under the provisions hereof within ten (10) 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 immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement is 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 Head of the Department of Public Works who shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Head of the Department of Public Works, such appeal shall be presented in writing to the Township Administrator within five (5) working days thereafter. The Township Administrator shall respond, in writing, to the grievance within ten (10) working days of the submission.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within thirty (30) working days of the response of the Township Administrator. 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.

SECTION 5

A. The parties direct the Arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

B. The Arbitrator shall be bound by the provisions 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/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.

C. The Arbitrator's decision shall be in writing, with reasons.

D. The Union and the Township shall be limited to placing one (1) issue before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance, except by mutual consent of the parties.

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 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 thereunder, 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 in writing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

SECTION 7

Upon prior notice to and authorization of the Township Administrator, the designated Union representatives shall be permitted 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.

SECTION 8

The Township and the Union further agree to give reasonable consideration to requests of either party for meetings to discuss grievances pending at any step of the grievance procedure.

SECTION 9

Employees may not be terminated for any issue that is the subject of a grievance prior to the exhaustion of the grievance procedure, provided that employees may be immediately suspended without pay pending further disciplinary action. Any termination

taking place after the exhaustion of the grievance procedure may be made retroactive to the date of the conduct giving rise to the discipline.

ARTICLE XXVII

EMBODIMENT OF AGREEMENT

SECTION 1

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Union. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject that is (or may be) subject to collective bargaining provided. Upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment or agreement between the Township and the Union or any individual employee covered by this Agreement is hereby suspended.

ARTICLE XXVIII

SAVINGS CLAUSE

SECTION 1

It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby. Any arbitrator may not be presumed or permitted to be able to make decisions in violation of the law.

ARTICLE XXIX

RATIFICATION

SECTION 1

The Union hereby represent that this Agreement was ratified solely by employees of the Township of West Deptford, Department of Public Works and Department of Water & Sewer, employed pursuant to the terms of this Agreement and that no members of the Union who are not covered by this Agreement took part in the ratification proceedings. The Union further agrees upon the adoption of any new Agreements which shall be substituted for this Agreement, or any part thereof, said Agreement will be ratified only by persons who are employed pursuant to the terms of this Agreement or the new Agreement.

ARTICLE XXX

UNION BUSINESS

SECTION 1

The Employer agrees that one Steward (Chairman) may use up to one (1) hour per month of work time to conduct legitimate Union business, providing such time does not interfere with the operations of the Employer and advance approval from the Department Head is obtained. The Steward may apply to the Administrator for additional time off for legitimate Union business not to exceed a total of two (2) additional hours per month. Such request will be at the discretion of the Administrator.


ARTICLE XXXI

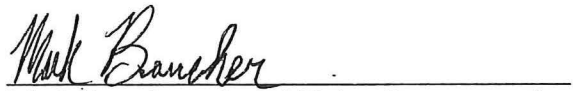
DURATION

SECTION 1

This Agreement shall be effective retroactive to January 1, 2017 and shall remain in full force and effect until December 31, 2020. On or before August 1, 2020, either party may serve notice upon the other party of intent to commence negotiations for a new Agreement. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 2020, the terms and conditions of this Agreement shall continue in full force and effect until a new Agreement is executed, with the exception that there shall be no automatic increases to employee compensation of any kind (e.g., step increases, cost-of-living increases, percent increase, etc.).

WEST DEPTFORD TOWNSHIP PUBLIC WORKS


Timothy J. Gasparovic, Jr. - Local Union President


Mark Boucher - Local Union Representative


Yolanda Lawson - AFSCME, New Jersey Council 63


Director/Designee - AFSCME, New Jersey Council 63

11/7/18
Date

WEST DEPTFORD TOWNSHIP

Denice DiCarlo

Denice DiCarlo, Mayor

Lee Ann DeHart

Lee Ann DeHart, Clerk

October 17, 2018

Date

APPENDIX I
BASE SALARY

Public Workers Laborer/ Road Maintenance	Hour/Year
Step 1	\$14.60 / \$30,368.00
Step 2	\$15.18 / \$31,582.72
Step 3	\$15.79 / \$32,846.03
Step 4	\$16.42 / \$34,159.87
Step 5	\$17.08 / \$35,526.27
Step 6	\$17.76 / \$36,947.32
Step 7	\$18.47 / \$38,425.21
Step 8	\$19.21 / \$39,962.22
Step 9	\$19.98 / \$41,560.70
Step 10	\$20.78 / \$43,223.13
Step 11	\$21.61 / \$44,952.06
Step 12	\$22.48 / \$46,750.14
Step 13	\$23.38 / \$48,620.15

Shuttle Bus Driver, Truck Driver, Meter Reader/Repairman	Hour/Year
Step 1	\$17.00 / \$35,360.00
Step 2	\$17.68 / \$36,774.40
Step 3	\$18.39 / \$38,245.38
Step 4	\$19.12 / \$39,775.19
Step 5	\$19.89 / \$41,366.20
Step 6	\$20.68 / \$43,020.85

Step 7	\$21.51 / \$44,741.68
Step 8	\$22.37 / \$46,531.35
Step 9	\$23.27 / \$48,392.60
Step 10	\$24.20 / \$50,328.31
Step 11	\$25.16 / \$52,341.44
Step 12	\$26.17 / \$54,435.10
Step 13	\$27.22 / \$56,612.50

Dispatcher (Public Works)	Hour/Year
Step 1	\$15.77 / \$32,801.60
Step 2	\$16.40 / \$34,113.66
Step 3	\$17.06 / \$35,478.21
Step 4	\$17.74 / \$36,897.34
Step 5	\$18.45 / \$38,373.23
Step 6	\$19.19 / \$39,908.16
Step 7	\$19.95 / \$41,504.49
Step 8	\$20.75 / \$43,164.67
Step 9	\$21.58 / \$44,891.25
Step 10	\$22.45 / \$46,686.90
Step 11	\$23.34 / \$48,554.38
Step 12	\$24.28 / \$50,496.56
Step 13	\$25.25 / \$52,516.42

Equipment Operator, Maintenance Repairman, W/S Maintenance Repairman	Hour/Year
Step 1	\$18.50 / \$38,480.00
Step 2	\$19.24 / \$40,019.20
Step 3	\$20.01 / \$41,619.97
Step 4	\$20.81 / \$43,284.77
Step 5	\$21.64 / \$45,016.16
Step 6	\$22.51 / \$46,816.80
Step 7	\$23.41 / \$48,689.48
Step 8	\$24.34 / \$50,637.05
Step 9	\$25.32 / \$52,662.54
Step 10	\$26.33 / \$54,769.04
Step 11	\$27.38 / \$56,959.80
Step 12	\$28.48 / \$59,238.19
Step 13	\$29.62 / \$61,607.72

Mechanic	Hour/Year
Step 1	\$18.75 / \$39,000.00
Step 2	\$19.50 / \$40,560.00
Step 3	\$20.28 / \$42,182.40
Step 4	\$21.09 / \$43,869.70
Step 5	\$21.93 / \$45,624.48
Step 6	\$22.81 / \$47,449.46

Step 7	\$23.72 / \$49,347.44
Step 8	\$24.67 / \$51,321.34
Step 9	\$25.66 / \$53,374.19
Step 10	\$26.69 / \$55,509.16
Step 11	\$27.75 / \$57,729.53
Step 12	\$28.86 / \$60,038.71
Step 13	\$30.02 / \$62,440.26

APPENDIX II
STEP ASSIGNMENTS

<u>EMPLOYEE</u>	<u>JOB TITLE</u>	<u>2017 STEP</u>	<u>2018 STEP</u>
Kelley S Dempsey	Dispatcher	13*	13
Marcus P Lang	Mechanic	13*	13
Stanley T Agacinski	W/S Maintenance Repairman	13*	N/A
Herbert L Holmes	W/S Maintenance Repairman	13*	13
Daniel P Phelps	W/S Maintenance Repairman	10	11
Markee J Robinson	W/S Maintenance Repairman	10	11
Thomas M Jefferson	Mechanic	13*	13
Mike Douglas	W/S Maintenance Repairman	13*	13
Mark D Boucher	Meter Reader/Repairman	13*	13
Elmer G Holmes	W/S Maintenance Repairman	13*	N/A
Thomas J Vedder	W/S Maintenance Repairman	13*	13
William A Dunn	Truck Driver	13*	13
Rodney J Facchine	Truck Driver	13*	13
Robert J Henning	Truck Driver	13*	13
John M Murray	Truck Driver	13*	13
Anthony Desimone	Laborer	5	6
William Dick	Laborer	5	6
Michael Gigliotti	Laborer	5	6
Ronald Mancuso	Laborer	8	9
Kevin L Harvey	Laborer	13	13
David J Ragone	Truck Driver	5	6
Joshua M Robinson	Truck Driver	5	6
Ronald A Sauler	Laborer	13*	13
Walter S Slack	Laborer	8	N/A
James Deprince Jr	Truck Driver	13*	13
Timothy J Gasparovic Jr	Truck Driver	13*	13
Anthony T Grassi	Truck Driver	13*	N/A
Joseph A Mazzatenta	Truck Driver	13*	13

Jason L Mullins	Truck Driver	13	13
Philip M Zimm Jr	Truck Driver	13	13
Brian Smith	Truck Driver	5	6
Daniel Wojcik	Truck Driver	2	3
David Ligameri	Truck Driver	13*	13
Sean M Page	Laborer	11	12
John T Strouse	Truck Driver	13*	13
James J Wileczek	Truck Driver	13*	13
Robert Hartman	Truck Driver	N/A	2
Mikael Jones	Truck Driver	N/A	2
Jodie Sullivan	Truck Driver	N/A	2
Ken Canfield	Laborer	N/A	2
Ryan Friars	Laborer	N/A	1
Jacob Dehart	Laborer	N/A	1
Akeem Thomas	Laborer	N/A	1
Michael Salvatti	W/S Maintenance Repairman	N/A	1
Ian Gruff	W/S Maintenance Repairman	N/A	1
Dan Borchers	Laborer	N/A	2
Patrick Boardman	Laborer	N/A	1
Andrew Weikel	Laborer	N/A	1
Eric Krause	Laborer	N/A	1

* Previously reached Step 7 under terms of Contract By and Between West Deptford Township and Public Works Committee for 2014, 2015, 2016.