

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN**

THE TOWNSHIP OF STILLWATER

AND

**LOCAL 911,
INTERNATIONAL UNION OF PRODUCTION
CLERICAL AND PUBLIC EMPLOYEES**

January 1, 2007

through

DECEMBER 31, 2012

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PREAMBLE

THIS AGREEMENT is entered into this 27TH day of April, 2010, by and between the **Township of Stillwater**, a municipal corporation of the State of New Jersey having its principal place of business at 964 Stillwater Road, Newton, New Jersey 07860 (hereinafter referred to as the "Township") and **Local 911, International Union of Production, Clerical and Public Employees** (hereinafter referred to as the "Union"), having its principal place of business at c/o David Grossman, Esq. at Cohen, Leder, Montalbano & Grossman, LLC, located at 1700 Galloping Hill Road, Kenilworth, New Jersey 0733. The Union is the duly elected representative of all regularly employed non-supervisory blue collar employees employed by the Township of Stillwater Public Works Department (hereinafter referred to as the "Employees"). This Agreement represents the complete and final understanding on all bargainable issues between the Township and the Union.

WITNESSETH:

WHEREAS, the parties have collectively bargained to promote and improve industrial and economic relations between the Township and the Employees and to set forth an agreement covering the rate of pay, hours of work, and other conditions of employment to be observed by the parties:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter entered into for other good and valuable consideration, the parties agree to the following:

ARTICLE 1. RECOGNITION

SECTION 1. The Township of Stillwater hereby recognizes the Union as the sole and exclusive bargaining agent for all regularly employed full time blue collar employees employed by the Township of Stillwater Public Works Department. The bargaining unit does not include the DPW Supervisor, Supervisory employees, office and clerical employees of the Township, police, firefighters, professional employees, craft employees, confidential employees and managerial executives within the meaning of the New Jersey Employer-Employee Relations Act.

SECTION 2. An "Employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females. Part time and temporary personnel are expressly excluded.

ARTICLE 2. UNION SECURITY

The Employer agrees it will give effect to the following form of Union Security.

All present employees who are members of the Local Union on the effective date of this Agreement can remain members of the Local Union in good standing by payment of the regular monthly dues.

It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed by the Union they have the chance to join the Union thirty-one (31) days thereafter.

The Township will notify the Union of any newly hired employees within fifteen (15) days of their standing date.

ARTICLE 3. CHECK-OFF

SECTION 1. The Employer, after receipt of written authorization from each individual employee shall deduct the dues from each Union employee's paycheck in twenty six (26) equal deductions from all employees who execute the written authorization.

The dues check shall be accompanied each month with an alphabetized list of all employees in the bargaining unit on a form provided by the Union. The list shall include new hires along with their home addresses, dates of hire, classification, status, whether they are terminated or on leave of absence and the amount of dues deducted.

SECTION 2. In making the deductions and transmittals as above specified, the Township shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fees.

ARTICLE 4. MANAGEMENT RIGHTS

SECTION 1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested 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 rights:

- A. The executive, management and administrative control of Township government and its properties and facilities and the activities of its employees;
- B. To hire all employees, and subject to the provision of law, to determine their qualifications and conditions for continued employment or to assignment, and to promote and transfer employees;
- C. To suspend, demote, discharge or take other disciplinary action for the good and just cause according to law.

SECTION 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent when such specific and expressed terms are in conformance with the Constitution and laws of New Jersey and the United States.

SECTION 3. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under national, state, county or local laws or ordinances.

ARTICLE 5. GRIEVANCE PROCEDURE

SECTION 1. If, during the term of this agreement, a grievance, dispute or controversy should arise between the Employer and the Union, or any of the employees covered by this Agreement as to the meaning or application of the provisions of this Agreement, an earnest effort shall be made to settle such differences immediately.

SECTION 2. A grievance to be considered under this procedure must be initiated in writing, within five (5) calendar days from the time when the cause of the grievance occurred, and the procedure following shall be resorted to as the means of obtaining adjustment of the grievance.

SECTION 3. Procedure

- A. Failure at any step of this procedure to communicate the decision on a grievance

within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of this decision.

B. The grievance, when it first arises, shall be reduced to writing and the employee will serve the same to the DPW Supervisor. The DPW Supervisor shall within ten (10) calendar days thereafter give a written answer on the grievance.

C. If no satisfactory settlement is reached in the first step of this procedure, then the grievance shall be given to the Township Committee. The Township Committee shall meet with a representative of the Union within fifteen (15) calendar days after receipt of the grievance, or at an adjourned date mutually agreed to by the parties. A written decision shall be given to the Union by the Township Committee within ten (10) calendar days thereafter, except this time period may also be extended by mutual agreement.

D. In the event the grievance has not been resolved at the Township Committee level, the Union only may refer the matter to arbitration within fifteen (15) calendar days of the Township Committee's decision. The Arbitrator shall be chosen in accordance with the rules of the New Jersey State Board of Mediation. The Union shall not assign its rights to bring a grievance to arbitration to any individual grievant, groups of grievants or to an attorney retained by anyone other than the Union or to any attorney not specifically retained by the Union on Union matters.

The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, subtract or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

No arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision of the Township Committee. In the event the Union elects to pursue the matter through the New Jersey Department of Personnel Rules and Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration with prejudice. The Union shall pay whatever costs have been incurred in the processing of the case to arbitration.

The Arbitrator shall set forth his findings of fact and conclusions of law for making the award, which shall be rendered within thirty (30) calendar days of the close of the record. The decision of the Arbitrator shall be final and binding subject to the provisions of law.

The cost of the services of the Arbitrator shall be borne equally between the Union and the Township. All other expenses incurred including, but not limited to, the presentation of witnesses shall be paid to the party incurring same.

ARTICLE 6. NON-DISCRIMINATION

SECTION 1. There shall be no discrimination by the Township or the Union against employees on account of race, color, creed, sex, sexual orientation, national origin or physical handicap.

SECTION 2. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE 7. EMPLOYEE RIGHTS

SECTION 1. The employees covered by this Agreement will have all of the rights granted under this contract.

SECTION 2. In the event of a mutually scheduled meeting at time and places agreeable to both parties to this Agreement, the Township shall permit one (1) representative of the Union if on duty to conduct grievance conferences and hearings during the business day at no loss to regular straight time pay and up to two (2) representatives for contract negotiations. This time, however, is to be authorized in advance by the Township Committee and is not to exceed two (2) hours per month unless additional time is approved in writing by the Township Committee.

SECTION 3. The discipline, discharge and/or reduction in compensation without just cause of any Township employee shall be governed by the Civil Service Statutes of the State of New Jersey (Title 4A:2).

SECTION 4. Employees need not reside in the Township of Stillwater as a condition of employment.

ARTICLE 8. WORKING TEST PERIOD

The first ninety (90) days of employment for all new employees shall be considered a Working Test period.

During the Working Test period, the Employer may discharge the employee for any reason whatsoever. An employee discharged during his Working Test period shall have no recourse to the grievance procedure set forth in this Agreement. The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the Working Test period.

At the end of the Working Test period, based on the evaluation of the employee's performance, a decision shall be made whether to grant the employee permanent status or to separate the employee for unsatisfactory performance.

ARTICLE 9. HOURS OF WORK AND OVERTIME

SECTION 1. The regular workweek for all permanent, full-time employees shall be eight (8) hours a day, Monday through Friday, for a total of forty (40) hours per week, with the exception of the employee assigned to the recycling center on Saturday or Sunday.

SECTION 2. The regular workday for employees shall consist of eight (8) hours per day, beginning at 7:00 a.m. and ending at 3:30 p.m. with a one-half (½) unpaid lunch break and two paid fifteen (15) minute coffee breaks. The Township reserves the right to amend the hours of work on an 'as needed' basis, to maximize manpower and efficiency and to respond to emergency situations.

SECTION 3. Any employee who is required to return to work after completing his regular work shift and has left the place of work shall be guaranteed a minimum of two (2) hours pay at time and one half (1 ½) the employee's base rate of pay, provided that: (1) such hours are not continuous to the employee's regular working hours; and (2) the Township reserves the right to work the employee for the two (2) hours in question. If the hours of call in are continuous to the employee's shift, the hours shall be paid at straight time and time and one half (1 ½) depending on the number of hours worked in question, pursuant to this Agreement. Call in may be authorized by the DPW Supervisor, the Township Committee or the officer in charge of the Township Police Department.

*Effective January 1, 2006, any employee who is required to return to work after completing his regular work shift and has left the place of work, shall be guaranteed a minimum of three (3) hours pay at time and one half (1 ½) the employee's base rate of pay, under the above conditions.

SECTION 4. An employee who works his regular shift and then must go on overtime shall be entitled to one-half (½) hour lunch period with no loss of pay. Every four hours thereafter, he shall be entitled to another one-half (½) hour lunch period. The provisions of this section shall only apply during ice and snow control work.

SECTION 5. Employees assigned to remain on call at home by the DPW Supervisor shall receive fifty dollars (\$50) compensation per day. On call time shall not be included within the forty (40) hour base period for the purpose of entitlement to overtime or otherwise have such time be considered as actual hours worked. The employee shall have the right to notify the Township prior to a vacation of his desire not to be on call when on a vacation day.

SECTION 6. Should the employee be called in to standby at the Public Works garage, he shall be clocked in and clocked out and shall be compensated at the overtime

rate for each hour he was on standby. He shall be guaranteed the overtime rate for each hour he was on standby. He shall be guaranteed a minimum of two (2) hours work and during this time, he can be assigned at the discretion of the DPW Supervisor within their job classification. For the purposes of this Section, "on call time" shall not include time spent standing by at the Public Works garage.

SECTION 7. All overtime must be expressly approved by the DPW Supervisor or his designee who shall distribute overtime among the qualified employees in a manner that will maximize productivity and efficiency.

SECTION 8. All overtime provisions shall be subject to the requirements of the Federal Fair Labor Standards Act and any applicable U.S. Department of Labor Administrative Regulations.

Section 9. For purposes of overtime compensation, all paid time off shall be counted for the purpose of calculating hours worked for overtime.

ARTICLE 10 - SICK LEAVE

SECTION 1. DEFINITIONS

"Sick Leave", for purposes herein, is defined as the absence, with pay, from duty of an employee because of injury or illness.

"Accrued Sick Leave" is defined as the total of all days of unused sick leave, which accumulate to the benefit of the employee from year to year.

"Sick Leave Bank" refers to the total number of sick leave days available to an employee at any given time, including both current Year Sick Leave and Accrued Sick Leave.

SECTION 2. POLICY

Sick leave is a privilege and not a right and, as such, it is not meant to be abused. In order to ensure that sick leave is applied under appropriate circumstances, acceptable medical evidence from a physician may be required as proof of the necessity of sick leave. Additionally, the Township may require an employee to be examined by a designated physician at the expense fo the Township of Stillwater.

SECTION 3. SICK LEAVE ALLOWANCE

A. New employees shall receive one (1) working day for the initial month of employment if they begin on the first through the eighth (1st - 8th) day of the month, and one-half (½) working day if they begin on the ninth through the twenty-third (9th - 23rd) day of the month. After the initial month of employment and up to the end of the first calendar

year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year and in anticipation of continued employment, employees shall be credited with fifteen (15) working days per year.

B. Sick leave shall not be earned while an employee is absent on sick leave, on leave of absence without pay or while on suspension.

C. An employee shall not engage in any other employment, either with the Township or with another employer, while on sick leave. An employee who is found to be engaged in employment with another employer during their normal work hours, during assigned overtime and/or other Township authorized working time will be subject to suspension of sick leave benefits, where applicable and subject to disciplinary action, including possible termination.

D. In all cases of reported illness or disability suffered by an employee, the Township reserves the right to send a physician to examine or report on the condition of the employee to the DPW Supervisor. The Township reserves the right to require interim reports on the condition of an employee who is on sick leave for an extended period of time.

E. An employee who is absent for five (5) or more consecutive working days without the approval of the DPW Supervisor shall be considered to have abandoned his or her position and shall be recorded as a resignation not in good standing. An employee who has not returned to duty for five (5) or more consecutive working days following an approved leave of absence shall be considered to have abandoned his or her position and shall be recorded as a resignation not in good standing. An employee who resigns not in good standing shall be provided with notice and an opportunity for a department hearing and, if applicable, a final notice and a right to appeal. An employee shall be in unpaid status pending the outcome of the departmental hearing.

F. Sick leave must be taken in one half (½) and/or one (1) day increments only.

SECTION 4. PROCEDURE

A. If an employee is unable to report to work because of injury or illness, this fact shall be reported to the DPW Supervisor or department head within fifteen (15) minutes before the start of his scheduled work day in order to be eligible for sick leave. If an employee must leave work before the end of the day, this fact should be reported to the DPW Supervisor.

B. During any given calendar year, an employee in need of being absent with pay from duty because of injury or illness shall utilize all available sick leave days before utilizing any accrued sick days.

C. Full-time permanent employees shall make use of sick days in increments of not

less than one half day, unless otherwise authorized by the Township Administrator or the Township Committee.

SECTION 5 EXTENDED SICK LEAVE

When an employee does not report for duty for a period of greater than three (3) consecutive days because of illness or injury, he shall show proof of his inability to work by submitting to the DPW Supervisor or the Township Administrator a certificate signed by a physician to the effect that the employee was not, on the dates of leave in question, physically able to perform any duty connected with his job. If requested, the employee shall submit to an examination by a physician appointed by the Township to substantiate an illness. The expense of such examination shall be borne by the Township. If the DPW Supervisor determines a pattern of abuse regarding sick leave or persistent occurrence of one (1) day or two (2) day absences appear on the employee's record, the DPW Supervisor shall have the right to demand a physician's certification of illness notwithstanding the three (3) day limitation. No employee shall be allowed to endanger the health and well being of other employees. In light of this, the employee may be directed to take sick leave by the DPW Supervisor.

Sick leave, with or without pay, shall not be allowed for such things as ordinary dental care, nor for any other professional services that may normally be scheduled within the employee's regular time off. The utilization of sick leave for elected medical services will not be considered without sufficient medical evidence that scheduling of the medical services can only be accomplished during the work day.

ARTICLE 11 - VACATIONS

SECTION 1. Every permanent full-time employee shall be granted the following annual vacation time with pay during the calendar year:

<u>Years of Service</u>	<u>Amount of Vacation</u>
After 1 year	12 days
After 5 years	15 days
After 12 years	20 days
After 20 years	25 days
After 25 years	30 days

Vacation requests must be given in advance and approved by the DPW Supervisor who retains the right to schedule vacation times to maximize manpower and not interfere with the normal and efficient operation of the department.

SECTION 2. All vacation time shall be used in the current year (January 1st through December 31st) and shall not accumulate without the prior approval of the Township Committee or the Township Clerk/Administrator. Vacation leave not used in the calendar

year because of business necessity only shall be carried over after approval of the Township Committee or Township Clerk/Administrator until the next succeeding calendar year only. All carry over vacation time must be submitted for approval by the Township Committee by December 1st of that year. Failure to use the leave in the carry-over year shall result in its forfeiture. However, if the Township again denies the use of leave a second time, the Township will pay the employee at the original rate of pay within eight (8) weeks of the end of the second year.

SECTION 3. New employees shall receive one working day for the initial month of employment if they begin work on the first (1st) through eighth (8th) of the calendar month and one half (½) working day if they begin on the ninth (9th) through the twenty-third (23rd) day of the month.

SECTION 4. After the initial month of employment and up to the end of the first calendar year, the employee shall receive one (1) working day for each month of service.

SECTION 5. For purposes of calculating the number of years of continuous service each employee has accumulated, only full (at least 30 hours per week) continuous, uninterrupted service in and for the Township shall be counted.

SECTION 6. Vacation time must be taken in one half (½) and/or one (1) day increments only.

SECTION 7. An employee who exhausts all paid vacation leave in any one calendar year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

ARTICLE 12 - HOLIDAYS

SECTION 1. The Township will list annual holidays in advance. (The holiday schedule for all full-time permanent employees shall be determined by the Township Committee and issued to the employees in or before December of the preceding year.) An employee must work the full day before and the full work day after any holiday in order to receive any holiday pay, unless he had received prior approval from the DPW Supervisor to miss either one or both of the days before and after the holiday. Employees who work on any holiday shall be paid for such work at a rate of two and one-half (2 ½) times the employee's regular rate, which shall be inclusive of the holiday pay with the exception of Christmas Day and New Year's Day which will be at the rate three and one-half (3 ½) times the employee's regular rate, which shall be inclusive of the holiday pay.

SECTION 2. If a holiday falls on a Sunday, the Monday after shall be considered and recognized as the holiday for purposes of this agreement. If a holiday falls on a Saturday, the preceding Friday shall be considered and recognized as the holiday for purposes of this agreement.

SECTION 3. If a holiday falls within the vacation period of any employee, the employee shall receive an extra day of vacation.

SECTION 4. The observance of religious holidays may be granted by the DPW Supervisor to any member of the Bargaining Unit and charged against earned vacation leave.

ARTICLE 13 - PERSONAL DAYS

All employees starting with the second calendar year of employment shall be granted two (2) personal days at the beginning of each calendar year in anticipation of continued employment. If an employee does not serve at least six (6) months in a calendar year and leaves the Township's employ and both days have been used, the employee shall owe the Township one day's pay. Personal days shall not be accumulated from year to year. Personal leave must be taken in full days. The approval of personal leave time will be contingent upon adequate staff coverage. Except for emergencies, all requests for personal leave must be submitted seventy-two (72) hours in advance, in writing to the DPW Supervisor. No personal leave requests will be unreasonably denied. Written requests for a personal day which are an emergency must be given as soon as possible, but not more than five (5) working days after the personal day was taken.

ARTICLE 14 - BEREAVEMENT LEAVE

SECTION 1. In the event of death in the immediate family, an employee will be granted time off without loss of pay from the day of death or the day of the funeral (at the employee's choosing), but in no event shall said leave exceed three (3) calendar days. Employees may use personal days, vacation days or unused sick days for additional bereavement leave time and in the event of death outside of the immediate family.

SECTION 2. Immediate family shall be defined to include father, mother, mother-in-law, father-in-law, spouse, child, sister, brother, sister-in-law or brother-in-law.

SECTION 3. Each employee shall be granted one day of bereavement leave (day of funeral) without loss of pay in relation to the death of any of the following persons: aunt, uncle and/or any other family member.

SECTION 4. Notification of the need for bereavement leave shall be made immediately to the DPW Supervisor. Verification of the event may be required by the Township and must be received by the Township within five (5) calendar days of the event.

SECTION 5. If any employee has used all sick and vacation leave, extended bereavement may be considered by the Township Committee as a request for a leave of absence without pay.

ARTICLE 15 - MILITARY LEAVE

Military leave will be granted in accordance with the Federal and New Jersey State Statues.

ARTICLE 16 - JURY DUTY

SECTION 1. Any regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Township the difference between his daily base rate of pay and the daily jury fee.

SECTION 2. When an employee receives notice of jury duty, he shall immediately advise the DPW Supervisor who in turn shall notify the Township clerk and the Township chief financial officer so that the required deduction of jurors' pay can be made from regular pay and a copy of the jury summons can be placed in the employee's personnel file.

SECTION 3. An employee called for jury duty shall be required to return to work when not actively serving on a jury or when released prior to 11:00 a.m. of his scheduled shift.

SECTION 4. Upon completion of jury duty, the employee shall obtain a certificate of jury service from the County Sheriff's Office showing the time spent on jury duty. The employee shall forward this form to the DPW Supervisor who shall send it to the Township Clerk for filing in the employee's personnel file.

ARTICLE 17 - WORKERS' COMPENSATION

Any employee who is injured while working, whether slightly or severely, must make an immediate report to the DPW Supervisor or department head. Failure to make such report will discredit the insurance claims of the employee for such injury. If, however, the insurance carrier later verifies the injury, the benefits will only become effective under this contract as of the verification date.

It is understood that the employee must file an injury report with the department head and the employee may file the appropriate Workers' Compensation Petition. Failure to so report said injury may result in the failure of the employee to receive compensation.

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

In the event the Township appointed physician certifies the employee fit to return to duty, and the employee fails to report for work, the employee will be considered as having resigned.

Any temporary disability insurance or workers' compensation payments shall be credited toward the full pay of the employee so that no employee shall receive more pay than they would normally receive if they were working.

No employee or member of management shall discriminate against any employee because of the employee's filing of a worker's compensation claim.

ARTICLE 18 - WAGES

SECTION 1. The base annual salaries of all employees covered by this Agreement shall be as set forth in Appendix A hereof. The pay period will be Saturday to Friday.

SECTION 2. Effective 1/1/07 all employees covered by this Agreement shall receive a 3% increase per hour salary increase added to their base salary.

SECTION 3. Effective 1/1/08 all employees covered by this Agreement shall receive a 3% increase per hour salary increase added to their base salary.

SECTION 4. Effective 1/1/09 all employees covered by this Agreement shall receive a 3% increase per hour salary increase added to their base salary.

SECTION 5. Effective 1/1/10 all employees covered by this Agreement shall receive a 1.9% increase per hour salary increase added to their base salary.

SECTION 6. Effective 1/1/11 all employees covered by this Agreement shall receive a 1.9% increase per hour salary increase added to their base salary.

SECTION 7. Effective 1/1/12 all employees covered by this Agreement shall receive a 1.9% increase per hour salary increase added to their base salary.

All new entry level employees shall be hired at the lowest hourly rate established in this Agreement.

SECTION 8. The acting foreman or acting mechanic performing duties requested by the DPW supervisor shall be paid a daily stipend of:

Effective 1/1/10	-	\$35.00
Effective 1/1/11	-	\$35.00
Effective 1/1/12	-	\$35.00

ARTICLE 19 - CLOTHING ALLOWANCE

A. The Township shall provide all clothing necessary, as required by the Township, which shall be worn at all times. The township shall designate which vendors shall provide

the necessary clothing. Effective January 1, 2004, the Township shall provide each bargaining unit member annually with ten (10) tee shirts with pockets. The township shall provide each bargaining unit member with two (2) work jackets every other year, not exceeding the cost of \$75.00 per jacket. All other clothing purchased by the employees shall be at the employee's expense. Weather gear, shields, goggles shall be provided, if necessary. The employees hereby agree that patches made available by the DPW Supervisor must be maintained on the uniform at all times.

B. It shall be the responsibility of the employee to adhere to the dress code and wear the proper items of clothing. Employees who do not wear their appropriate uniforms or identification badges in the approved location complying with the dress code, shall be subject to disciplinary action.

C. Any employee who is required to wear safety shoes in the performance of his or her duties shall be authorized, by a voucher, in the amount of one hundred fifty dollars (\$150.00) per year for the purchase of safety shoes.

D. During the period from Memorial Day to Labor Day, with approval of the supervisor, bargaining unit employees may wear shorts.

ARTICLE 20 - CDL LICENSE

All Department of Public Works employees are required to have and retain in good standing a CDL License. Failure to comply with this requirement and maintain the CDL License could result in termination or suspension without pay after a hearing before the Committee. The Township shall pay the cost of CDL license renewals for all employees required by the Township to have a CDL.

ARTICLE 21 - HEALTH AND DENTAL INSURANCE

SECTION 1.

(a) The Township shall provide all Employees hired before January 1, 2010 full health and medical benefit coverage extended to the entire family of the Employee, including spouse and all unmarried and un-emancipated children who have not reached the age of twenty-three (23) years old and are actually members of the Employee's immediate family including natural born children, adopted children, and/or any stepchildren.

(b) The Township shall provide all Employees hired on or after January 1, 2010 full health and medical benefit coverage for the Employee only. The Employee shall have the option of obtaining, at the Employee's own cost, insurance coverage extended to the entire family of the Employee, including spouse and all unmarried and un-emancipated children who have not reached the age of twenty three (23) years old and are actually members of the Employee's immediate family including natural born children, adopted children, and/or any stepchildren.

SECTION 2. An optional statement will be available to employees who wish to waive dual coverage for any and/or all insurance coverage provided by the Township. If said waiver occurs, the employees shall receive thirty per cent (30%) of the difference between the original coverage designation and the new coverage designation. Prior to receipt of said statement, the employee must provide the Township copies of the policies of the employee's spouse, in which the dual coverage waiver is being sought to prove coverage. The employee must be out of the original designation at least one year from the time of the waiver before re-entering the previous coverage and can only re-enter during the open enrollment period.

SECTION 3. The Township retains the managerial prerogative to change the health and dental insurance provider without negotiation. This right, however, is restricted whereby the Township must continue to provide health insurance coverage that is equal to, or better than, the level of coverage being provided to the Township employees as set forth in Section 1.

ARTICLE 22 - PENSION/RETIREMENT

The Township and all employees shall continue to participate in the New Jersey Pension Plan ("P.E.R.S.") as provided by the New Jersey State statutes. Enrolled employees will pay the employee portion of P.E.R.S. through the regular payroll deductions.

ARTICLE 23 - BULLETIN BOARDS AND JOB POSTING

The Township agrees to provide one (1) bulletin board at the work location of the bargaining unit employees for the exclusive use of the Union to post notices and other Union information. Only information pertaining to Union business shall be posted on the bulletin board.

All material posted on said bulletin boards must be on official Union letterhead, or must be signed by an authorized Union representative.

In order to keep employees within a department or organizational unit informed of positions in which they may be interested for the purpose of reassignment or promotion, and to provide an opportunity to apply for existing or planned job vacancies, such vacancies shall be posted upon their occurrence.

Such jobs shall be filled in accordance with Civil Service rules and regulations.

ARTICLE 24 - ACCESS TO PREMISES

The Township agrees to permit representatives of the Union to enter the premises of the Township for individual discussions of working conditions with bargaining unit

employees, so long as work is not interrupted.

ARTICLE 25 - PERSONNEL RECORDS

All personnel records are kept on file in the Township offices. Employees may review their vacation leave and sick leave records upon reasonable notice to the Township. Other personnel information may be reviewed by appointment with the Municipal Clerk.

ARTICLE 26 - CIVIL SERVICE EXAMINATIONS

Employees shall be allowed to take time off with pay to take open competitive and promotional examinations established by the Civil Service system for positions in the Township.

ARTICLE 27 - OUTSIDE EMPLOYMENT

No employee shall engage in any other employment activity with another employer during normal work hours. An employee who is found to be engaged in employment with another employer during their normal work hours, during assigned overtime and/or other Township working time, will be subject to disciplinary action, including possible termination.

ARTICLE 28 - SUBSTANCE ABUSE POLICY

The parties agree to be bound by the Township's Alcohol and Drug Free Workplace Policy.

ARTICLE 29 - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 30 - FULLY BARGAINING AGREEMENT

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

ARTICLE 31 - DURATION OF AGREEMENT

This Agreement shall be retroactive to January 1, 2007 and shall remain in effect up to and including December 31, 2012.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Township of Stillwater, County of Sussex, State of New Jersey on this ____ day of _____, 2010.

WITNESSETH:

TOWNSHIP OF STILLWATER

WITNESSETH:

LOCAL 911 IUPCPE

Appendix "A"

Current Employees/Bargaining Unit Members shall be classified as follows:

Equipment Operator (State of New Jersey Job Specification 01746)

Floyd Monroe
Brian Hendershot

Truck Driver Heavy/Road Repairer (State of New Jersey Job Specification 05723)

Gerald Leatham
Joel McAllister
Keith Whitehead

It is understood and agreed by the Township and the Union that the Township specifically reserves the right to assign any employee to such job duties as needed to ensure that the operational needs for the Department are met, regardless of the employee's classification and/or State of New Jersey Job Specification. Accordingly, employees, regardless of classification, may be assigned to perform other work such as landscape construction, building maintenance and repair work, grounds keeping, manual laboring tasks or other manual unskilled work and/or assignments.

WAGES/HOURLY RATES (Current Employees)

Employee	1/1/07	1/1/08	1/1/09	1/1/10	1/1/11	1/1/12
F. Monroe	24.11	24.84	25.59	26.08	26.58	27.09
B. Hendershot	17.43	17.95	18.49	18.84	19.20	19.56
G. Leatham	15.73	16.20	16.69	17.01	17.33	17.66
J. McAllister	15.73	16.20	16.69	17.01	17.33	17.66
				4/27/10	1/1/11	1/1/12
k. Whitehead*	-	-	-	17.01	17.33	17.66

*-The parties agree that K. Whitehead shall be paid in accordance with the terms and provisions of the SIDE LETTER TO NEW COLLECTIVE BARGAINING AGREEMENT attached hereto as Appendix "B".

Any employee hired after January 1, 2010 shall be assigned to the **Truck Driver**

Heavy/Road Repairer (State of New Jersey Job Specification 05723) and shall be paid the following hourly wage rate:

1/1/10	1/1/11	1/1/12
17.01	17.33	17.66

Should the Township determine that it is necessary to implement additional job descriptions and/or corresponding wage rates other than the classifications and wage rates set forth herein, the Township shall contact the Union and the parties shall negotiate with regard to same. The parties hereto acknowledge that nothing in this clause is intended to constitute a "wage re-opener" with regard to the WAGES/HOURLY RATES set forth in this Appendix "A".

APPENDIX "B"

SIDELETTER TO NEW COLLECTIVE BARGAINING AGREEMENT
January 1, 2007 up to and including December 31, 2010

**STILLWATER TOWNSHIP
AND LOCAL 911, INTERNATIONAL UNION OF
PRODUCTION, CLERICAL AND PUBLIC EMPLOYEES**

(UNIT: PUBLIC WORKS DEPARTMENT)

WHEREAS, the Township of Stillwater, (hereinafter referred to as the "Township") and Local 911, International Union of Production, Clerical and Public Employees (hereinafter referred to as the "Union"), have negotiated a collective bargaining agreement (hereinafter referred to as the "Agreement") covering the period January 1, 2007 up to and including December 31, 2010; and

WHEREAS, the Township and the Union have also negotiated and agreed on other issues relevant to that Agreement; and

WHEREAS, the Township and the Union desire to place those additional agreements in writing; and

WHEREAS, it is the intent of the Township and the Union to be bound to those additional agreements

NOW, THEREFORE, the Township and the Union hereby agree to the following:

1. Keith Whitehead shall, effective April 27, 2010 be paid at the rate of \$17.01 per hour, and shall receive further wage/salary increases in accordance with the applicable terms of the Agreement. Whitehead shall not receive any retroactive pay.
2. Keith Whitehead shall be eligible for Health and Dental Insurance in accordance with Article 21, §§ 1 (a), 2 and 3 of the Agreement, and accordingly, the Township shall provide full health and medical benefit coverage extended to Whitehead's entire family, including spouse and all unmarried and un-emancipated children who have not reached the age of twenty three (23) years old and are actually members of the Employee's immediate family including natural born children, adopted children, and/or any step children.
3. The parties agree the remaining current members of the bargaining unit shall receive full retroactive pay in accordance with the WAGES/HOURLY RATES Sections of the Agreement in conjunction with all other applicable provisions of the Agreement regarding wages and overtime rates. Such retroactive pay

shall be paid as soon as practicable, but in any event no more than thirty (30) days after ratification of the Agreement by both parties.

WITNESSETH:

TOWNSHIP OF STILLWATER

WITNESSETH:

LOCAL 911 IUPCPE

MEMORANDUM OF AGREEMENT

STILLWATER TOWNSHIP
AND LOCAL 911, INTERNATIONAL UNION OF
PRODUCTION, CLERICAL AND PUBLIC EMPLOYEES

(UNIT: PUBLIC WORKS DEPARTMENT)

FOR NEW COLLECTIVE BARGAINING AGREEMENT

All of the terms of the 2004-2006 collective bargaining agreement between Township of Stillwater and Local 911 will remain the same **EXCEPT** that where necessary, dates shall be conformed, and **EXCEPT** as modified below:

Page 3 PREAMBLE

Paragraph one (1) to read:

THIS AGREEMENT is entered into this 27th day of April, 2010, by and between the **Township of Stillwater**, a municipal corporation of the State of New Jersey having its principal place of business at 964 Stillwater Road, Newton, New Jersey 07860 (hereinafter referred to as the "Township") and **Local 911, International Union of Production, Clerical and Public Employees** (hereinafter referred to as the "Union"), having its principal place of business at c/o David Grossman, Esq. at Cohen, Leder, Montalbano & Grossman, LLC, located at 1700 Galloping Hill Road, Kenilworth, New Jersey 07033. The Union is the duly elected representative of all regularly employed non-supervisory blue collar employees employed by the Township of Stillwater Public Works Department (hereinafter referred to as the "Employees"). This Agreement represents the complete and final understanding on all bargainable issues between the Township and the Union.

Page 15 Article 18 - WAGES

ARTICLE 15 TO BE REVISED IN ACCORDANCE WITH THE FOLLOWING:

Section 1 - No Change

Section 2 Effective 1/1/07 all employees covered by this Agreement shall receive a 3% increase per hour salary increase added to their base salary.

Section 3 Effective 1/1/08 all employees covered by this Agreement shall receive a 3% increase per hour salary increase added to their base salary.

Section 4 Effective 1/1/09 all employees covered by this Agreement shall receive a 3% increase per hour salary increase added to their base salary.

Section 6 Effective 1/1/10 all employees covered by this Agreement shall receive a 1.9% increase per hour salary increase added to their base salary.

Section 7 Effective 1/1/11 all employees covered by this Agreement shall receive a 1.9% increase per hour salary increase added to their base salary.

Section 8 Effective 1/1/12 all employees covered by this Agreement shall receive a 1.9% increase per hour salary increase added to their base salary.

All new entry level employees shall be hired at the lowest hourly rate established in this Agreement.

Section 9. The acting foreman or acting mechanic performing duties requested by the DPW supervisor shall be paid a daily stipend of:

Effective 1/1/10 - \$35.00

Effective 1/1/11 - \$35.00

Effective 1/1/12 - \$35.00

Page 16 **ARTICLE 19 - CLOTHING ALLOWANCE**

ADD NEW SECTION "D":

- D. During the period from Memorial Day to Labor Day, with approval of the supervisor, bargaining unit employees may wear shorts.

Page 16 **ARTICLE 21 - HEALTH AND DENTAL INSURANCE**

REVISE SECTION 1 IN ACCORDANCE WITH THE FOLLOWING:

Section 1

(a) The Township shall provide all Employees hired before January 1, 2010 full health and medical benefit coverage extended to the entire family of the Employee, including spouse and all unmarried and un-emancipated children who have not reached the age of twenty three (23) years old and are actually members of the Employee's immediate family including natural born children, adopted children, and/or any step children.

(b) The Township shall provide all Employees hired on or after January 1, 2010 full health and medical benefit coverage for the Employee only. The Employee shall have the option of obtaining, at the Employee's own cost, insurance coverage extended to the entire family of the Employee, including spouse and all unmarried and un-emancipated children who have not reached the age of twenty three (23) years old and are actually members of the Employee's immediate family including natural born children, adopted children, and/or any step children.

SECTION 2 - No change

SECTION 3 - No Change

Page 19 ARTICLE 31 - DURATION OF AGREEMENT

This Agreement shall be retroactive to January 1, 2007 and shall remain in effect up to and including December 31, 2012.

Appendix "A"

UPDATE TO INCLUDE CLASSIFICATIONS/CIVIL SERVICE TITLES AND JOB DUTIES
DEFINE WAGE RATES

Appendix "A"

Current Employees/Bargaining Unit Members shall be classified as follows:

Equipment Operator (State of New Jersey Job Specification 01746)

Floyd Monroe
Brian Hendershot

Truck Driver Heavy/Road Repairer (State of New Jersey Job Specification 05723)

Gerald Leatham
Joel McAllister
Keith Whitehead

It is understood and agreed by the Township and the Union that the Township specifically reserves the right to assign any employee to such job duties as needed to ensure that the operational needs of the Department are met, regardless of the employee's classification and/or State of New Jersey Job Specification. Accordingly, employees, regardless of classification, may be assigned to perform other work such as landscape construction, building maintenance and repair work, grounds keeping, manual laboring tasks or other manual unskilled work and/or assignments.

WAGES/HOURLY RATES (Current Employees)

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G. Leatham	15.73	16.20	16.69	17.01	17.33	17.66

J. McAllister	15.73	16.20	16.69	17.01	17.33	17.66
				DATE <u>4/27/10</u>	1/1/11	1/1/12
K. Whitehead*	-	-	-	17.01	17.33	17.66

* - The parties agree that K. Whitehead shall be paid in accordance with the terms and provisions of the SIDE LETTER TO NEW COLLECTIVE BARGAINING AGREEMENT attached hereto as Appendix "B".

Any employee hired after January 1, 2010 shall be assigned to the Truck Driver Heavy/Road Repairer (State of New Jersey Job Specification 05723) and shall be paid the following hourly wage rate:

1/1/10	1/1/11	1/1/12
17.01	17.33	17.66

Should the Township determine that it is necessary to implement additional job descriptions and/or corresponding wage rates other than the classifications and wage rates set forth herein, the Township shall contact the Union and the parties shall negotiate with regard to same. The parties hereto acknowledge that nothing in this clause is intended to constitute a "wage re-opener" with regard to the WAGES/HOURLY RATES set forth in this Appendix "A".

THIS AGREEMENT IS CONTINGENT ON RATIFICATION AND EXECUTION BY THE PARTIES ON OR BEFORE APRIL 30, 2010.

BY THEIR EXECUTION OF THIS MEMORANDUM OF AGREEMENT, THE PARTIES HEREBY ACKNOWLEDGE THAT THIS MEMORANDUM OF AGREEMENT AND THE APPENDICES "A" AND "B" ATTACHED HERETO, CONTAINS THE PARTIES' NEGOTIATED AGREEMENT FOR THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP AND UNION. THE PARTIES FURTHER HEREBY ACKNOWLEDGE THAT THIS MEMORANDUM OF AGREEMENT IS SUBJECT TO RATIFICATION BY THE TOWNSHIP AND BY THE UNION.

William Morrison
For the Township of Stillwater
Date: 4/28/10

Michael A. McLaughlin
For Local 911
Date: 4/28/10

APPENDIX "B"

SIDELETTER TO NEW COLLECTIVE BARGAINING AGREEMENT
January 1, 2007 up to and including December 31, 2012

STILLWATER TOWNSHIP
AND LOCAL 911, INTERNATIONAL UNION OF
PRODUCTION, CLERICAL AND PUBLIC EMPLOYEES

(UNIT: PUBLIC WORKS DEPARTMENT)

WHEREAS, the Township of Stillwater, (hereinafter referred to as the "Township") and Local 911, International Union of Production, Clerical and Public Employees (hereinafter referred to as the "Union"), have negotiated a collective bargaining agreement (hereinafter referred to as the "Agreement") covering the period January 1, 2007 up to and including December 31, 2012; and

WHEREAS, the Township and the Union have also negotiated and agreed on other issues relevant to that Agreement; and

WHEREAS, the Township and the Union desire to place those additional agreements in writing; and

WHEREAS, it is the intent of the Township and the Union to be bound to those additional agreements

NOW, THEREFORE, the Township and the Union hereby agree to the following:

1. Keith Whitehead shall, effective April 27th, 2010 be paid at the rate of \$17.01 per hour, and shall receive further wage/salary increases in accordance with the applicable terms of the Agreement. Whitehead shall not receive any retroactive pay.
2. Keith Whitehead shall be eligible for Health and Dental Insurance in accordance with Article 21, §§ 1 (a), 2 and 3 of the Agreement, and accordingly, the Township shall provide full health and medical benefit coverage extended to Whitehead's entire family, including spouse and all unmarried and un-emancipated children who have not reached the age of twenty three (23) years old and are actually members of the Employee's immediate family including natural born children, adopted children, and/or any step children.
3. The parties agree the remaining current members of the bargaining unit shall receive full retroactive pay in accordance with the WAGES/HOURLY RATES Sections of the AGREEMENT in conjunction with all other applicable

provisions of the Agreement regarding wages and overtime rates. Such retroactive pay shall be paid as soon as practicable, but in any event no more than thirty (30) days after ratification of the Agreement by both parties.

William Morris

For the Township of Stillwater

Mayor

Title

Date: 4-29-2010

Michael A. McLaughlin

For Local 911

Attorney

Title

Date: 4/28/10

Debra J. ...

For the Township of Stillwater

Municipal Clerk

Title

Date: 4-29-2010

B. ...

For Local 911

Shop Stewart

Title

Date: 4/29/10