

AGREEMENT
BETWEEN
HOPEWELL TOWNSHIP
AND
HOPEWELL TOWNSHIP PUBLIC WORKS, AFSCME LOCAL 3867

December 5, 1994

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HOPEWELL TOWNSHIP
&
HOPEWELL TOWNSHIP PUBLIC WORKS, AFSCME LOCAL 3867
AGREEMENT

This Agreement dated the 5th day of December, 1994, by and between Hopewell Township, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and the Hopewell Township Public Works AFSCME Local 3867, hereinafter referred to as the "Union."

PURPOSE

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, the paramount right of the public to keep inviolate the guarantee for the health, safety and welfare. Unresolved disputes between the Employer and the Union are injurious to the public and both parties are therefore aware that adequate means must be established for minimizing them and providing for their resolution. The Employer and Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiation and establishing procedures to provide for the protection of the rights of the Employer, the Employees, and the Union, and to insure to the public orderly and uninterrupted service.

ARTICLE 1
RECOGNITION

A. The Township hereby recognizes the Hopewell Township Public Works AFSCME Local 3867, District Council 73, AFL-CIO as the sole and exclusive unit as defined immediately below, for the purposes of collective bargaining, and on all terms and conditions of employment and grievances in accordance with the laws of the State of New Jersey.

B. The bargaining unit, as discussed immediately above, shall consist of all regular full-time employees to include Laborers, Truck Drivers, Light Equipment Operators, Heavy Equipment Operators, Mechanics, Mechanics Assistant, Building Maintenance personnel and Custodians now employed, but excluding management employees, (Public Works Director, Superintendent of Roads, General Foremen, Chief Mechanic), seasonal laborers and probationary employees.

C. Collective bargaining with respect to the rights and duties of the "Township" and "Union," the resolution of legitimate grievances, rates of pay, hours of work, and other terms and conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties in accordance with the provisions of PERC Act, as amended. Unless otherwise designated, the Administrator of the Township and the President of the "union" shall be the respective bargaining agents for the parties.

D. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

ARTICLE 2
DURATION

A. This Agreement shall be in full force and effective from January 1, 1993 until Midnight, December 31, 1995.

B. The parties agree that the negotiations for a successor agreement, modifying, amending, or altering the terms or provisions of this Agreement shall commence on or about September 1, 1995. In the event that no successor agreement is completed, ratified and executed before December 31, 1995, the present agreement will continue in full force until said successor agreement has been ratified and executed.

ARTICLE 3

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Township.

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

B. The Employer reserves the right to manage and conduct Township affairs efficiently and economically and in such manner as it sees fit, including but not limited to:

1. The right to hire all employees, whether permanent, temporary or seasonal, and to promote, transfer, or assign employees.

2. The right to adopt, revise and enforce working rules, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed at any particular time and to be in sole charge of the quality and quantity of the work required. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

3. The right to subcontract work and services and delete and discontinue any services, materials or methods of operation.

4. The right to set rates of pay for temporary or seasonal employees.

5. The right to discipline and discharge employees for cause.

6. The right to suspend, demote or layoff employees.

7. The right to introduce new equipment, safety methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.

8. The right to determine the number, location and type of facilities and installations.

9. The right to determine the size of the work force and increase or decrease its size.

10. The right to permit public works employees not included in a bargaining unit to perform bargaining unit work when, in the opinion of the management, this is necessary for the conduct of municipal services.

11. The right to direct the work force, assign work and determine the number of employees assigned to operations.

12. The right to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates after negotiations with the majority representative for any new or changed classifications.

13. The right to determine rest periods, cleanup time, and the starting and quitting time with at least two (2) weeks advance notice.

14. The right to determine the qualifications and competency of employees to perform available work.

15. The right to carry out cost and general improvement programs.

16. The right to add as the situation demands, rules and regulations plus changes or additional special or general orders so long as the intent of these orders, rules and/or regulations including personnel orders do not abrogate the terms of this Agreement.

17. The right to establish reasonable, standardized testing procedures for all job classifications.

C. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitution and laws of New Jersey and of the United States.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights.

E. Except as otherwise provided in this agreement, the authority of the Township to exercise any inherent managerial right shall not be arbitrable.

F. The above list of specific rights in this Article is not intended to be, nor shall it be considered restrictive or a waiver of any rights of management not listed, whether or not such rights have been exercised by the Employer in the past.

G. The Township retains all rights not expressly granted in this Agreement to the Union, or bargaining unit employees, and shall not be subject to any duties not expressly assumed by it in this Agreement.

ARTICLE 4

NON-DISCRIMINATION

- A. The Township and the Union agree that there shall be no discrimination against any employee because of age, race, color, creed, marital status, sex, political affiliation, sexual preference, physical handicap, national origin, promotions, or service with the Township.
- B. The Township and the Union agree that there shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.
- C. Unless otherwise provided herein, the masculine pronoun shall import the feminine; the singular number shall import the plural; and vice versa, as applicable.

ARTICLE 5

STRIKES OR WORK STOPPAGES

During the life of this Agreement the Union pledges that there shall be no strikes, walkouts, stoppages of work, sitdowns, slowdowns, boycotts, or any other direct interference with the Employer's operation or any violations of law. In the event of any breach of this clause, the Employer shall have the right to institute a suit in the appropriate court, for damages and/or injunctive relief, without regard to and without having to invoke, proceed under or abide by any provision or arbitration as hereinafter provided.

ARTICLE 6

UNION BUSINESS

- A. The Union may designate one Steward and one alternate Steward whose name shall be furnished to the Township Administrator, in writing, by the Union. The Alternate Steward shall only serve in the absence of the Steward. The Steward will be required to perform his normal work duties and any duties in relationship to the Union shall be confined to non-working time. If the Township schedules a meeting with the Steward during normal work hours, the Steward shall not lose any pay for the time spent in the meeting.

B. Upon notice to the Township Administrator, the Union Business Representative shall be permitted access to the Township provided that the Representative shall not disrupt the work of the employees.

C. The Union shall notify the Township Administrator annually in writing of the names of all officers elected by the membership of the Union.

D. Any meetings held between representatives of the Township and the Union shall be held at places and times convenient to both parties.

E. A designated shop steward may be permitted reasonable time to present or process grievances during normal working hours, provided the shop steward has requested said time from the Director of Public Works or designee, the request is reasonable, the time spent will not, in the opinion of the Director, be disruptive of the employer's operation. The shop steward will not suffer loss of pay for time so spent where he has obtained the prior permission of the Director as provided above.

ARTICLE 7

WORK SCHEDULE

A. The normal hours for regular full time employees shall be forty (40) hours per week and eight (8) hours per day. The normal hours for the road crew shall be Monday through Friday inclusive and shall consist of forty (40) hours per week and eight (8) hours per day. The Township may, at its option, change the normal hours for special programs or projects with four (4) weeks advance notice to affected employees. The regular starting time shall be a managerial prerogative. The normal work day shall include a one-half (1/2) hour unpaid lunch period and one (1) fifteen (15) minute paid break. The lunch period shall normally be taken between 12:00 P.M. and 12:30 P.M. and may be changed with one (1) hour notice by the Director of Public Works or his designee.

B. All employees shall be required to document work hours for pay purposes on an electronic time clock provided by the Township, and will be paid only in accordance with the officially registered time on the clock. Any employee who willfully clocks a time card for another employee shall be subject to disciplinary action.

ARTICLE 8

COMPENSATORY LEAVE

A. Between April 1st and October 31st each year, road crew and maintenance garage employees shall work additional hours outside the normal work hours as determined by the Director of Public Works. During this period, employees shall accrue compensatory time off earned at 1½ times the regular hourly rate which shall be known as bonus leave.

B. Employees will only earn bonus leave for additional hours actually worked outside the normal work hours. The maximum bonus leave that may be earned is forty-eight (48) hours.

C. Bonus leave should be used in the year it is earned, but up to five (5) bonus leave days may be carried over from year to year.

D. Any unused bonus leave will be paid the employee upon termination of service with the Township.

E. The Township will notify the bargaining unit of the bonus leave schedule by March 1st each year.

ARTICLE 9

SICK LEAVE

A. Each regular full-time employee shall begin to accrue sick leave beginning with the month next following the date an employee enters Township service and may earn up to twelve (12) sick days per year. Sick leave shall be earned on the basis of one (1) working day per month up to the maximum of twelve (12) days per calendar year. Sick leave days shall continue to accrue while an employee is on any leave with pay. Sick leave shall not accrue while an employee is on any leave without pay.

B. Each regular full-time employee shall have any unused sick leave days accumulated. Accumulated sick leave shall be reduced by one (1) day for each working day of approved absence due to illness. Employees shall be given a written accounting of accumulated sick leave days on or about February 1st of each year.

C. Accumulated sick leave may only be taken in minimum increments of two (2) hours. Accumulated sick leave may also be taken in excess of the amount then accumulated, but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave must be noted on the employee's Leave Request Form. If an employee leaves the Township for any reason whatsoever, he shall reimburse the Township for sick leave used but unearned.

D. With the approval of the Director of Public Works, sick leave may be taken for a period not exceeding five (5) days per year in the event a member of the employee's immediate family becomes seriously ill.

E. The Township reserves the right to require a doctor's medical certificate to verify the employee's illness. In the event of a sick leave due to exposure to contagious disease, a "Return to Work" certificate from the Township Physician may be required.

F. To receive compensation for sick leave an employee must notify the Director of Public Works or his designee prior to the scheduled starting time of the day in question. A written note from an attending physician may be required when the Township suspects abuse of the sick leave privilege.

G. If an employee is absent from work due to illness or injury, either the day prior to or the day after a holiday, a doctor's excuse may be required upon his return to work when the Township suspects abuse of the sick leave privilege. If such certificate is not presented, the employee will not receive pay for either the sick day or the holiday.

H. An employee taken ill on authorized vacation leave may report the circumstances by phone or wire, and upon presenting a doctor's certificate, may be allowed to charge to sick leave the time lost by reason of illness while on vacation.

I. Upon retirement an employee will receive payment for fifty (50) percent of the accumulated sick leave based upon the annual record he receives each year by February 1 or \$5,000 whichever is less. The payment shall be based on the employee's current hourly rate at retirement. This benefit will be available only to Township employees eligible to retire with benefits under the provisions of the Public Employees Retirement System and shall not apply to employees who retire prior to that time for any reason.

The Township reserves the right to appoint a physician or physicians for the purpose of obtaining an independent determination as to whether the employee is suffering from a bona fide illness or is able to return to work.

ARTICLE 10

FUNERAL LEAVE

A. Each regular full-time employee shall be permitted up to three (3) consecutive work days with pay for purposes of attending to the arrangement of a funeral and/or attendance at the funeral of the employee's immediate family member.

B. The term immediate family shall include the following:

| | | | |
|---------|---------------|--------------------|------------|
| Spouse | Sister | Grandchildren | Step-child |
| Child | Father-in-law | Step parents | |
| Parent | Mother-in-law | Step-grandparents | |
| Brother | Grandparents | Step-grandchildren | |

C. It is intended that the above payment be made for such period only that the employee would actually have been working so that an employee will either receive the death benefits hereunder or holiday pay, military pay, jury duty pay, or disability benefit as the case may be, but not both.

D. When a death occurs to a full-time employee's relative, not considered as immediate family, the Township Administrator may grant, upon request, time off without pay or the use of available personal leave.

ARTICLE 11

INJURY LEAVE

A. Each regular full-time, employee who is unable to work as a result of an injury arising out of and in the course of his employment with the Township, shall receive his full salary for a period not to exceed twelve (12) months following the date of injury. Such salary shall be paid in accordance with the Township's standard pay schedule.

B. In the event that an injured employee receives temporary disability under worker's compensation during the course of the aforementioned twelve (12) month period, the employee shall endorse said draft payable to the Township of Hopewell solely and is to tender said draft to the Treasurer of the Township. Said tender of draft to the Township will be in way of reimbursement toward payment of the injured employee's full salary during the course of the twelve (12) month period. It is intended hereby that no employee shall receive more than his full salary during the twelve (12) month period because of an injury arising out of and in the course of his employment.

C. After twelve (12) months from the date of the injury, the employee must then use any accumulated sick leave for any time beyond the twelve (12) months, but shall use the same on the basis of one half day of accumulated sick leave for each day of absence beyond the twelve (12) months.

ARTICLE 12

LEAVES OF ABSENCE

A. A leave of absence without pay may be granted at the discretion of the Township Administrator. Such leave is intended for extended, long-term illness, or education and shall be applied for after all other leave time has been exhausted. Such leave is not intended to extend vacation time, sick leave on a day by day basis, or personal leave. Such leaves shall not hinder the proper and efficient operation of the Public Works Department. Any Township paid medical benefits will terminate after thirty (30) calendar days of any unpaid leave of absence. Upon termination of these benefits, the employee will be eligible to participate in the Township's group insurance plan in accordance with the provisions of COBRA.

B. An employee returning from an authorized leave of absence as set forth above will be restored to his/her original classification at the then appropriate rate of pay, with no loss of seniority, provided, however, that sick leave, vacation leave and seniority credits shall not accrue for the period of time involving the leave of absence.

C. Employees shall be entitled to leaves of absence for family matters as required by Federal and State law.

ARTICLE 13

JURY DUTY AND WITNESS LEAVE

A. A regular full-time employee shall be granted necessary time off with pay when summoned to perform jury duty as prescribed by applicable law. In no event shall an employee be excused from work for more days than those required for such duty. The employee shall notify the Director of Public Works immediately of the requirement for this leave and subsequently furnish evidence that jury the duty was performed. Any employee called for jury duty shall be required to return to work when not actively serving on a jury, or when released prior to 12:00 P.M.

B. When a regular full-time employee is a party to litigation in a matter unrelated to employment with the Township, time off without pay shall be granted if the employee is called to appear as a witness during the scheduled work shift, or the employee may use any accrued vacation or personal time at his discretion. The employee shall notify the Director of Public Works immediately of the requirement for this witness leave, and subsequently furnish evidence of attendance as a witness.

ARTICLE 14

MILITARY LEAVE

A. The Township agrees to recognize and abide by all applicable statutes, regulations and orders with regard to employees affected by national defense and military leaves. Any employee requesting military leave must provide the Township with a copy of the military orders.

B. An employee may be granted a leave of absence up to fifteen (15) days to complete his military obligation. The Township will make up the difference in pay which the employee receives from the military and his regular pay.

C. When an employee not on probation has been called to active duty or inducted into the military or naval sources of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. Pension benefits shall be continued in accordance with the regulations of the PERS. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the Employer within sixty (60) days following his/her honorable discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.

D. The Township shall continue to provide medical insurance benefits for six (6) months following induction into active duty.

ARTICLE 15

PERSONAL DAYS

- A. Each regular full-time employee shall be entitled to three (3) personal days of absence with pay in each calendar year. During the first calendar year of employment, personal leave shall be earned at one (1) day for each four (4) months worked. Personal leave may be taken at the discretion of the employee with the approval of the Director of Public Works and Township Administrator.
- B. Unused personal days shall, at the end of the calendar year, be credited as accumulated sick leave.
- C. Requests for personal leave must be approved forty-eight (48) hours in advance by the Township Administrator except in the case of a bona fide emergency. Personal leave may only be taken in minimum increments of two (2) hours.
- D. The Township reserves the right to limit personal leave to no more than two (2) employees on any given day. In the case of multiple requests for personal days, they shall be considered based on seniority. Employees will not be paid for any unused personal leave upon termination or retirement.

ARTICLE 16

HOLIDAYS

- A. Regular full-time employees shall be entitled to the following paid holidays during each calendar year:
- | | |
|---------------------------------|------------------------------|
| - New Year's Day | - Labor Day |
| - Martin Luther King's Birthday | - Columbus Day |
| - Lincoln's Birthday | - Veteran's Day |
| - Washington's Birthday | - Thanksgiving Day |
| - Good Friday | - Day After Thanksgiving Day |
| - Memorial Day | - Day Before Christmas |
| - July 4th | - Christmas Day |

B. In the event a holiday falls on a Saturday, then the preceding Friday shall be observed as a holiday. If the holiday falls on a Sunday, the following Monday shall be observed as a holiday.

C. In order to be eligible for holiday pay, an employee must be on the active payroll of the Township and must have worked his full regularly scheduled work day before and after the holiday, unless such absence is authorized.

D. Regular full-time employees required to work on the observance of any designated holiday shall be compensated at the rate of one and one half (1 1/2) times their regular hourly rate for the hours actually worked in addition to eight (8) hours holiday pay, provided the employee works the scheduled work day before and the scheduled work day after the holiday. The paid holiday shall be included in the forty (40) hour calculation, and shall be considered to have been granted as a paid holiday.

ARTICLE 17

VACATION LEAVE

A. All regular full-time employees shall be entitled to a paid vacation in accordance with the following schedule:

1. During the first three (3) months of the probationary period, no vacation leave shall be earned. After three (3) months, an employee shall accrue one (1) vacation day for each full month worked up through December 31st of the year of hire.

2. Beginning with the January 1st next following the date of hire the vacation entitlement shall be as follows:

| | |
|---|---------|
| First (1) full calendar year thru the fifth (5) full calendar year - | 11 days |
| Sixth (6) full calendar year thru the tenth (10) full calendar year - | 14 days |
| Eleventh (11) full calendar year thru the fifteenth (15) full calendar year - | 17 days |
| Sixteenth (16) full calendar years thru the twentieth (20) full calendar year - | 20 days |
| In the twenty-first (21) full calendar year - | 23 days |

| | |
|---|---------|
| In the twenty-second (22) full calendar year - | 23 days |
| In the twenty-third (23) full calendar year - | 23 days |
| In the twenty-fourth (24) full calendar year - | 24 days |
| Beginning with the twenty-fifth (25) full calendar year - | 25 days |

B. It is understood and agreed that vacation leave is earned per month. In the event an employee is separated from Township service after having utilized unearned vacation leave, the dollar equivalent of such unearned leave shall be deducted from that employee's final pay.

C. Vacation leave shall be required to be taken in the year earned and no more than ten (10) days of accrued vacation leave may be accumulated and carried forward into the next calendar year. All requests to carry vacation into the next calendar year shall be approved by the Administrator or his designee. Any vacation leave not used and not approved to be carried forward into the next calendar year will be lost.

D. Employees who currently have more than ten (10) vacation days accrued may carry over that balance into 1995. On December 31, 1995, employees with more than a ten (10) day balance shall be paid at their regular hourly rate for all accumulated vacation above ten (10) days. Effective January 1, 1996, no employee may carry over more than ten (10) vacation days into a succeeding calendar year.

E. An employee who dies shall have any accrued vacation leave paid to his estate and calculated at his salary rate at the time to death.

F. An employee who is retiring or who is otherwise separated in good standing shall be entitled for any unused and earned vacation to the date of separation.

G. Vacation leave shall be defined as that time an employee has specifically requested and which has been properly authorized by the Township Administrator, and taken by the employee for which accumulated vacation leave is reduced. Vacation leave shall commence from 12:00 midnight following completion of the previous work day and terminate at the normal starting time of the day an employee is scheduled to return to work.

H. Vacation leave of three (3) or more days must be scheduled ten (10) working days in advance. Vacation leave of up to two (2) days must be scheduled forty-eight (48) hours in advance.

I. Priority in authorizing vacation shall be allowed on the basis of seniority. The Township reserves the right to deny vacation requests based upon the working needs of the Township. Once vacations have been approved, they will not be cancelled without good cause. In the event the Township must cancel a vacation period previously approved, the employee shall be permitted to carry over the vacation into the next calendar year.

ARTICLE 18

SALARY AND WAGE SCHEDULE

A. The parties agree that for 1993 the negotiated wage increase shall be 4.75%. The parties further agree that for 1994 the negotiated wage increase shall be 4.5%, and for 1995 the negotiated wage increase shall be 4.5%.

B. Effective January 1, 1995, the hourly rate for newly hired employees shall be as follows:

WAGE GROUP CLASSIFICATIONS:

| | |
|--------------------------|---------|
| Heavy Equipment Operator | \$17.00 |
| Light Equipment Operator | \$12.75 |
| Truck Driver | \$11.25 |
| Laborer | \$10.15 |
| Mechanics | \$14.85 |
| Mechanics' Assistant | \$11.65 |
| Maintenance Custodian | \$12.25 |
| Custodians | \$10.15 |

C. Any employee who performs work in a higher paid classification other than his own for at least four (4) consecutive hours shall be paid at the rate of the higher classification when authorized by the Director of Public Works for the time actually worked in higher classification.

ARTICLE 19

OVERTIME

- A. Overtime pay at one and one half (1 1/2) times the regular hourly rate of pay shall be paid for all hours worked in excess of forty (40) in a week. Holidays, vacation leave, sick leave, and personal leave shall count as hours worked for purposes of overtime. All overtime hours shall be approved in advance by the Township Administrator or his designee. There shall be no pyramiding of overtime, and under no circumstances shall an employee be paid more than two and one half (2 1/2) times the regular hourly rate except on the holidays noted in paragraph E of this article.
- B. In the event an employee is called back to work while on vacation, the employee shall be paid one and one-half times the regular rate per hour and shall not lose vacation day(s).
- C. For snow plowing and sanding work on Saturdays and Sundays employees will be compensated at two (2) times the regular hourly rate, provided the employee has worked in excess of forty (40) hours in the week.
- D. Any employee who is required to report to work during periods in addition to a regularly scheduled shift shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay for such hours worked and be guaranteed not less than four (4) hours pay at the overtime rate unless the additional hours are contiguous to the normal work day. If said hours worked are contiguous to the normal work day, then pay at the overtime rate will be granted only for the actual hours worked in addition to the regular work day. The Director of Public Works may at his option require an employee to work the full four (4) hours regardless of the time required to complete the original task. The starting time for the four (4) hour minimum shall be that time officially registered on the electronic time clock provided by the Township.
- E. On the holidays of Christmas, New Years and Thanksgiving, bargaining unit employees shall receive regular pay for the holiday plus double time for all hours worked.

F. For snow plowing during non-regular hours, employees shall be compensated at two (2) times the regular hourly rate after twelve (12) hours of continuous work.

G. All work performed on the seventh (7th) consecutive work day will be paid at two (2) times the regular hourly rate of pay.

H. All overtime hours shall be approved in advance and assigned by the Township Administrator.

I. The Director of Public Works will make every effort to distribute overtime as equally as possible among bargaining unit employees who normally performs the work and are available. It is understood that nothing in this clause shall require payment for overtime hours not worked.

ARTICLE 20

PROBATIONARY PERIOD

All individuals employed as full-time employees of the Township shall be considered probationary employees for the first four (4) months of work. During this four (4) month period, the employee may be discharged at the Township's sole and absolute discretion, and such discharge shall not be subject to the grievance procedure.

ARTICLE 21

MEALS AND MEAL BREAKS

A. Should an employee be required to work more than ten (10) hours in a work day, he will be provided a second unpaid meal break of one half (1/2) hour after ten (10) hours of continuous work.

B. When an employee is required to work overtime for snow removal through a regularly scheduled mealtime (as stated below), and has worked a minimum of four (4) hours overtime, in addition to a regular shift, the Township will provide a meal allowance as follows:

| | <u>Mealtime</u> | <u>Maximum Allowance</u> |
|-----------|-----------------|--------------------------|
| Breakfast | 6:30 a.m. | \$7.00 |
| Lunch | 12:00 Noon | 9.00 |
| Dinner | 6:00 p.m. | 12.00 |

C. Employees will provide their own meals if pre-scheduled work is performed on days other than the normal work week.

ARTICLE 22

LONGEVITY BENEFIT

A. All regular full-time employees shall be entitled to a longevity benefit in accordance with the following schedule:

| | |
|----------------------------------|-------|
| After 10 years service | \$500 |
| After 15 years service | \$650 |
| After 20 years service | \$800 |

B. All employees who have completed the above required years of service during any quarter of the calendar year shall have their longevity benefit added to their base wages at the beginning of the next calendar quarter.

C. The longevity benefit shall be included for payroll purposes in the base wages of eligible employees and payable throughout the year during regular pay periods, however, annual pay increases shall be calculated on base salaries, exclusive of the longevity benefit.

ARTICLE 23

HEALTH INSURANCE

A. All full-time employees shall continue to receive the present plan of medical, dental, prescription and vision care benefits through December 31, 1995. Township shall pay the full premium for each full-time employee, and where appropriate, for dependent insurance coverage. Copies of brochures explaining the insurance benefits will be provided by the Township to each employee.

B. All full-time employees participating in the medical insurance program may elect to waive all medical insurance coverage. In this event, the Township will pay \$100.00 per month to the employee.

C. Full-time employees electing to waive health care coverage benefits shall only be permitted to re-enroll in said coverages during the time period of February 1 through February 15, and August 1 through August 15 each year with coverage to be effective the 1st day of the following month.

D. The Township reserves the right to change health insurance benefits carriers at its discretion provided any such change will provide equivalent or better coverage for bargaining unit employees. The Township shall notify the Union forty-five (45) days in advance of any change in the carrier.

ARTICLE 24

RETIREMENT BENEFITS

The Township agrees to provide retirement benefits in accordance with applicable New Jersey Statutes.

ARTICLE 25

LIFE INSURANCE

Life Insurance and Accidental Death and Dismemberment Insurance coverage will be provided in a term life policy at 1-1/2 times the annual salary of the employee.

ARTICLE 26

GRIEVANCE PROCEDURE

A. A grievance is a claim that an employee has suffered a loss or injury by a violation, misapplication or misinterpretation of this Agreement.

B. Any grievance which may arise between the parties shall be settled in the following manner:

Step 1: The employee, through his union representative, shall take up the grievance with the Director of Public Works within five (5) working days of the date of the alleged violation. If the grievance is not taken up in accordance with this provision within five (5) working days of its occurrence or within five (5) working days upon learning of the existence of the alleged grievance, it shall be deemed abandoned. The Director of Public Works shall attempt to settle the matter and shall respond to the union representative within five (5) working days.

Step 2: If the grievance has not been settled, it may be presented in writing to the Township Administrator within five (5) days after the Director of Public Works's response is due. If the grievance is not presented in writing in accordance with this stipulation within five (5) days, it shall be deemed abandoned. The Township Administrator shall respond to the union representative in writing within ten (10) working days.

Step 3: If the grievance still remains unsettled, it may be presented to the Township Committee, in writing, within seven (7) days after the response by the Township Administrator is due. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) days, it shall be deemed abandoned. The Township Committee may meet with the union to discuss said grievance and if said meeting is held it shall be held within thirty (30) days after the filing of the same with the Township Committee. If a meeting is held, the decision of the Township Committee shall be rendered within ten (10) working days of the meeting or within twenty (20) working days if there is no meeting.

Step 4: If the grievance is still unsettled, the Union may, within ten (10) working days after the reply of the Township Committee is due, and by written notice to the Township Committee may proceed to arbitration. The decision of the arbitrator shall be final and binding.

C. The procedure for selecting an arbitrator shall be as follows:

1. A representative of the Township and a representative of the Union will attempt to select a mutually satisfactory arbitrator.

2. If the parties fail to select an arbitrator within ten (10) working days, the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name, the Township shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

D. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Township and the Union.

E. It is agreed by the Township and the Union that only the designated Business Representative, Steward, or Alternate Steward may represent employees under these grievance procedures.

F. Time extensions may be mutually agreed to by the Township and the Union.

ARTICLE 27

CLOTHING, LOCKERS AND UNIFORM MAINTENANCE

A. The Township will supply an initial uniform issue to new employees as follows:

6 Short Sleeve Shirts

6 Long Sleeve Shirts

6 Pair Trousers

2 Lightweight and 1 Heavyweight Jackets

B. For employees who have successfully completed their probationary period and have received from the Township their initial uniform issue, entitlement to the full amount of annual uniform and shoe replacement funds shall commence on January 1st from the date of hire.

Uniform and shoe replacement funds shall be paid only upon presentation of valid receipts and on a reimbursement basis only as follows:

| | | |
|------|-------|--------------------|
| 1993 | | \$350 per employee |
| 1994 | | \$400 per employee |
| 1995 | | \$400 per employee |

C. In the initial year of hire, the employee shall be entitled to uniform and shoe replacement funds prorated based on the number of months involved.

D. Upon inspection and authorization by the Director of Public Works, the Township will replace for each employee a durable winter grade and lightweight coat if spoiled in the line of duty.

E. The Township will provide one (1) locker for each employee to be used for storage of the employee's uniforms and safety equipment. The Township will continue to provide required safety equipment.

F. All employees shall be required to wear safety boots and will be provided with other safety equipment as required. All such safety equipment shall be worn as directed by the Township or its agents. Employees will be required to take care of personal safety equipment and uniforms provided by the Township, and will utilize all safety equipment according to good safety practice and Departmental rules and regulations.

ARTICLE 28

SENIORITY

A. Seniority is defined as an employee's length of service with the Public Works Department beginning with the employee's most recent date of hire but excluding time spent on non-paid leaves of absence.

B. Newly appointed probationary employees shall have no seniority and shall not be eligible for seniority under the terms of this agreement until they have completed the probation period. Once an employee has completed the probation period, seniority reverts to the employees date of hire and shall accumulate until that employee resigns, is discharged or retires.

C. Departmental seniority will be considered in promotions where skills, ability and physical fitness are equal and where conflicts arise in scheduling vacation requests.

D. The Township shall maintain and annually post an accurate, up-to-date seniority roster showing each employee's date of hire, and position classification, and shall furnish copies of same to the union upon request. The Township also shall promptly advise the appropriate Union Representative of any change which necessitates amendments to the seniority list.

ARTICLE 29

LAYOFF AND RECALL

A. All regular full-time employees shall be given a thirty (30) working day written notice prior to any layoff. All seasonal, temporary and probationary employees within the department shall be laid off prior to any regular employees.

B. The Township agrees that employee lay-offs shall be on the basis of departmental seniority within job classification, provided that the remaining employees within a classification are qualified to perform the required work.

C. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications and skills and abilities for the work available. Notice of recall shall be made in writing and sent by certified mail to the employee's home address of record. The employee must provide the Township with any address change while waiting for recall.

D. The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position unless such employees on recall refuse to accept such employment. An employee recalled to a position with a lower salary rate than his/her previous position may refuse such position and remain eligible for recall. The recalled employee must report for reinstatement within ten (10) days after notice. If the employee does not so report, he/she shall have forfeited the right to recall. In all circumstances, recall rights shall be terminated twelve (12) months from the date of layoff.

E. When an employee is recalled from layoff and reinstated, the employee is considered to have continuous service credit for computation of future earned benefits, however, the total period of continuous service shall not include the length of the period of the employee's layoff.

ARTICLE 30

DUES CHECK-OFF

A. The Township hereby agrees to deduct from the salaries of employees covered by this Agreement dues for Union membership. Said monies, together with records regarding any corrections, shall be transmitted to the Union office at 3635 Quakerbridge Road, Suite 1, Trenton, New Jersey 08619, by the end of the next month following the previous monthly pay periods in which the deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change on stationary bearing the Union letterhead. The amounts to be deducted shall be certified to the Township by the Union.

B. Any employee covered by this Agreement who does not choose to have dues deducted from his salary must pay a representation fee in lieu of dues to the Union. The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments. The collection of such representation fee, the use of such representation fee and appeal of such fee in regard to this Agreement shall be governed by NJSA 34:13A-5.5 through 34:13A-5.8.

C. The Union will provide the necessary check-off authorization forms and secure the signatures of its members on said forms, and deliver said forms to the designated Township officials as provided for in NJSA 52:14-15.9e, as mandated.

D. The Union indemnifies, defends and saves the Township harmless against any and all claims, demands, suits or other forms of liability that may rise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Union to the Township or any action taken by the Township under all sections of this Article.

ARTICLE 31

DISCIPLINE ACTIONS

A. Disciplinary action may be taken against any employee when it is believed that the employee is not conforming to the letter or spirit of Township policies and rules; or to specific instructions given to him/her; or has acted improperly, dishonestly, immorally, illegally; or has violated any of the rules or regulations.

B. Depending on the seriousness of the matter, disciplinary action against employees may be in any of the following forms:

1. Oral reprimand from supervisor or Director of Public Works
2. Written reprimand from supervisor, Director of Public Works or Administrator
3. Suspension from duty without pay by Administrator
4. Separation from the service by Administrator

All such reprimands shall be documented to the employee's personnel file.

C. The Township will give the Union written notice of the nature of the discipline and the reason for the discipline within five (5) days. Failure to provide such notice or failure to include any reason in the notice shall not prejudice the right of the Township to impose the discipline or to introduce such reasons during the grievance procedure and in any arbitration which may follow.

ARTICLE 32

DRUG & ALCOHOL TESTING

A. The parties have agreed that the Township may implement a drug and alcohol testing program that will include testing in the case of probable cause. Probable cause shall include situations where an employee is involved in an unexplained accident.

B. Drug and alcohol screening shall be conducted by a laboratory that is either certified by the National Institute for Drug Abuse ("NIDA") or meets standards published by the Department of Health and Human Services.

C. An employee who tests positive on the drug or alcohol screen may be provided opportunity for rehabilitation at the discretion of the Township. If the employee rejects rehabilitation or fails to successfully complete the rehabilitation program, he shall be terminated. Only upon successful completion of the rehabilitation program shall the employee be permitted to return to work.

D. An employee who has successfully completed the rehabilitation program and returned to work shall be subject to random drug and alcohol testing for a period of one (1) year following his return to work. If, at any time, the employee tests positive, he shall be terminated.

E. The Township may require drug and alcohol screening of any employees based upon reasonable suspicion, specific objective facts or inferences that can be drawn from those facts. Failure to submit to drug or alcohol test may result in disciplinary action.

F. Any information regarding the administering of test results or actions that result from tests shall be kept confidential with access restricted to those individuals with an essential reason to review such information.

G. Any discipline related to the use of alcohol or drugs should be based on job requirements and performance. Principles of progressive discipline should also apply.

H. Employees who are under the care of a physician and are using prescription medications must notify their immediate supervisor. They must also advise of the known effects the medication may have on their work performance, and the length of time that the medication must be taken.

ARTICLE 33

PERSONNEL FILES

A. Upon written request at least twenty-four (24) hours in advance to the Township Administrator's office an employee shall be permitted to review and examine the personnel file in the Administrator's office in the presence of an appropriate representative of the Township. Requests from the employee for copies of documents in the file shall be honored.

B. An employee may file a written response, of reasonable length, to any matter found in the file which the employee deems to be derogatory or adverse to that employee.

ARTICLE 34

RESIGNATION

Any employee who wishes to resign from Township service in good standing shall give his Department Head and the Township Administrator, at least two (2) weeks prior written notice of the resignation date. The two weeks notice shall not include earned annual vacation time.

Any employee who fails to return to his duties within three (3) days after the expiration date of an authorized leave period without notifying the Department Head may be considered by the Township as having resigned without notice and not in good standing, provided that failure to give notice was not caused by unavoidable circumstances.

ARTICLE 35

JOB CLASSIFICATIONS

A. A system of job classification with appropriate position descriptions shall be utilized by the Township. Copies of position descriptions shall be maintained in the Administrator's office and shall be made available to the Union upon request. The Township will seek input from the Union on development of position descriptions.

ARTICLE 36

PERFORMANCE EVALUATIONS

A. The Township may institute an employee performance evaluation system for all employees covered by this contract. The system will include a formal process whereby the employee and his designated supervisor mutually review performance and the goals and work standards appropriate to the job description which shall be the basis for measuring the employee's performance during a rating period.

B. The required signature of the employee on the annual employee assessment review form or any related form shall be acknowledgement but shall not be construed to mean agreement with the content unless such agreement is stated thereon by the employee.

C. It is understood that performance evaluations will not be used in disciplinary actions.

ARTICLE 37

TRAINING

The Township reserves the right to require employees to attend work-related courses or seminars. The Township will bear the expense of such courses and seminars.

ARTICLE 38

LABOR/MANAGEMENT MEETINGS

It is agreed that representatives of the Township and representatives of the Union may meet from time to time upon request of either party to discuss matters of general interest or concern. The party requesting the meeting shall submit an agenda to the other party at least five (5) days prior to the scheduled meeting. Any such labor/management meetings shall be held at time and places convenient to both parties, and shall not be used to circumvent the grievance procedure.

ARTICLE 39

SEPARABILITY AND SAVING CLAUSE

If any provision of this agreement is subsequently declared by a proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this agreement shall remain in full force and effect.

ARTICLE 40

EFFECT OF AGREEMENT

A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues for the terms of this agreement. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

B. By mutual consent only, the parties may enter into negotiations during the term of this agreement for the purpose of amending same. This agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for acceptance by both parties.

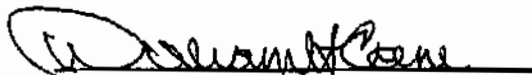
IN WITNESS WHEREOF, we have hereunder set our hands and seals the date and year first herein above written.

WITNESS:



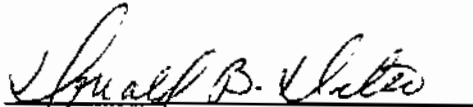
Robert M. Pellegrino
Administrator

TOWNSHIP OF HOPEWELL



William H. Cane
Mayor

WITNESS:



AFSCME Co 73


FOR THE UNION




Stewart Schwab, President



William Voorhees



Garrett Oldis



Timothy Fenton