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AGREEMENT

Between

TOWNSHIP OF MANTUA

Department of Public Works

And

TEAMSTERS LOCAL UNION NO. 676

Affiliated with the International Brotherhood of Teamsters, AFL/CIO

EFFECTIVE DATES:

JANUARY 1, 2006

up to and including

DECEMBER 31, 2010

TABLE OF CONTENTS

<u>ARTICLE 1</u>	<u>RECOGNITION</u>	1
<u>ARTICLE 2</u>	<u>MANAGEMENT RIGHTS</u>	1
<u>ARTICLE 3</u>	<u>GRIEVANCE PROCEDURE</u>	3
<u>ARTICLE 4</u>	<u>DUES DEDUCTION AND AGENCY SHOP</u>	6
<u>ARTICLE 5</u>	<u>BULLETIN BOARD</u>	8
<u>ARTICLE 6</u>	<u>SHOP STEWARD</u>	8
<u>ARTICLE 7</u>	<u>NON-DISCRIMINATION</u>	8
<u>ARTICLE 8</u>	<u>PROMOTIONS, TRANSFERS AND TEMPORARY TRANSFERS</u>	9
<u>ARTICLE 9</u>	<u>MAINTENANCE OF WORK OPERATIONS</u>	9
<u>ARTICLE 10</u>	<u>HOURS OF WORK AND OVERTIME</u>	10
<u>ARTICLE 11</u>	<u>PAY PERIODS</u>	11
<u>ARTICLE 12</u>	<u>SALARIES</u>	12
<u>ARTICLE 13</u>	<u>LONGEVITY</u>	16
<u>ARTICLE 14</u>	<u>SICK LEAVE</u>	16
<u>ARTICLE 15</u>	<u>MILITARY LEAVE</u>	18
<u>ARTICLE 16</u>	<u>JURY LEAVE</u>	18
<u>ARTICLE 17</u>	<u>FUNERAL LEAVE</u>	19
<u>ARTICLE 18</u>	<u>LEAVE OF ABSENCE</u>	19
<u>ARTICLE 19</u>	<u>UNION LEAVE</u>	20
<u>ARTICLE 20</u>	<u>HOLIDAYS</u>	20
<u>ARTICLE 21</u>	<u>VACATIONS</u>	21
<u>ARTICLE 22</u>	<u>HEALTH BENEFITS</u>	22
<u>ARTICLE 23</u>	<u>INJURY PAY</u>	23
<u>ARTICLE 24</u>	<u>SAFETY</u>	24
<u>ARTICLE 25</u>	<u>SENIORITY</u>	25
<u>ARTICLE 26</u>	<u>PROBATIONARY PERIOD</u>	26
<u>ARTICLE 27</u>	<u>LAY-OFF AND RECALL</u>	26
<u>ARTICLE 28</u>	<u>HIRING ADDITIONAL EMPLOYEES</u>	27
<u>ARTICLE 29</u>	<u>FULLY-BARGAINED AGREEMENT</u>	27
<u>ARTICLE 30</u>	<u>SEPARABILITY AND SAVINGS</u>	27
<u>ARTICLE 31</u>	<u>DISCIPLINE</u>	28
<u>ARTICLE 32</u>	<u>TERM OF AGREEMENT</u>	30

PREAMBLE

This agreement entered into this 23rd day of May, 2006, by and between the Township of Mantua in the County of Gloucester, as a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE 1 RECOGNITION

- A. The Township recognizes the Union as the exclusive bargaining representative for all blue collar employees of the Streets and Road, Public Works Department, Buildings and Grounds and Janitorial Staff of the Township of Mantua, excluding all office clerical, police, supervisors, managerial, commissioners and confidential employees. (PERC - DOCKET NO. RO-81-206)
- B. The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

ARTICLE 2 MANAGEMENT RIGHTS

- A. The Township of Mantua hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
 - 1. The executive management and legislative and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. The right of management to make, maintain and amend such reasonable rules and regulations as it may, from time to time, deem best for the purposes of maintaining order, safety and/or effective operation of the Department.
 4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
 5. To suspend, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
 6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
 7. The Township reserves the right, with regard to all other conditions of employment not reserved, to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws and administrative codes of New Jersey and of the United States.

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

ARTICLE 3 GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, as quickly as possible, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement, so as to assure efficiency and promote employee morale.

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

C.

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation or application of the Agreement or the alleged violation of any of the terms and conditions of this Agreement. With regard to the employee, the term "grievance" as used herein means a complaint or controversy arising over the interpretation of application of this agreement or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

D. Formal grievance procedures.

1. Whenever an employee has a grievance that he wishes to process formally, it shall be prepared in writing, stating as clearly as possible the nature and extent of such grievance. The Shop Steward, if any, with the employee shall present the employee's grievance or dispute in writing to the employee's department supervisor within five (5) working days of its occurrence. The

department supervisor shall attempt to adjust the matter and shall respond to the employee and bargaining unit representative in writing within five (5) working days.

2. If grievance remains unsettled or unanswered by the Department Supervisor within five (5) days it shall be presented, in writing, to the Township Administrator by the Business Agent.

3. If the grievance remains unsettled or unanswered by the Township Administrator, it shall be presented, in writing, by the Shop Steward or employee to the Township Committee within five (5) working days after the Administrator's response is due. The Township Committee shall respond to the Shop Steward and the employee in writing within seven (7) working days.

4. If no settlement of the grievance has been reached by the parties, either one or both may move the grievance to binding arbitrators, the arbitrator to be appointed from a panel supplied by the American Arbitration Association and the cost thereof to be borne equally by the parties.

The right to request arbitration shall be limited to the parties to this Agreement (the Township and/or the Union).

E.

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

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

F. Upon prior notice to the appropriate Department Head, the Union Shop Steward and/or Business Agent designated as members of the

Grievance Committee shall be permitted to confer with employees and the Township re: specific grievance in accordance with the grievance procedure set forth herein after the completion of Step One during work hours of the employees.

- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive.

In the event that the answer in each of the two steps is not answered in the time limits as written, the grievance of the employee shall be upheld.

- H. There shall be no right to a hearing, except at the level of Step4.
- I. All papers and documents relating to the grievance and its deposition shall be placed in the employee's personnel file.
- J. In the event the Township wishes to raise a grievance, it shall do so within five (5) working days of the occurrence of a said grievance and shall raise the matter directly with the Union. In the event the matter is not satisfactorily resolved within ten (10) working days, the Township may proceed to arbitration in accordance with this Article.

ARTICLE 4 DUES DEDUCTION AND AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its employees, who are members of Teamsters Local 676, subject to this Agreement, uniform dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check off shall commence for each employee who signs an individual authorization card, supplied by the Union and approved by the Treasurer during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change, and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President or Secretary/Treasurer of the Union advising of such changed deduction and the authority therefore. No dues deductions shall be in a percentage amount.
- D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Treasurer.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-5.9e as amended.
- F. The Township agrees to deduct the fair share fee from the earnings of those employees who are part of the bargaining unit and who elect not to become members of the Union.
- G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union to the Treasurer and affected employee of the amount of the fair share assessment.

- H. The above fair share fee, which shall be paid by payroll deduction as previously set forth, shall be in an amount equivalent to that part of the Union's regular dues which does not represent expenses for benefits incurring only to its members, or for political and ideological activities, but in no event shall such fair share fees exceed eighty-five (85%) percent of the Union's regular membership dues.
- I. Prior to the signing of this Agreement, and within ten (10) days thereafter or any change that shall be made, the Union shall provide in writing to the Township, the information necessary to compute the fair share fee for services enumerated above.
- J. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than hold the fee in escrow pending resolution of the appeal.
- K. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.
- L. Any dues deduction provisions herein contained, will become effective with the execution of the Agreement, and will terminate with the termination date of this Agreement. Any employee who is transferred to a job classification which is not within the bargaining unit, as herein defined, or any employee whose employment is terminated by death, resignation, discharge, lay off, retirement, or leave of absence shall cease to be subject to dues deduction beginning with the month in which the termination or transfer occurs.
- M. The employee after serving the ninety (90) days probationary period shall be liable for the Union Dues or Fair Share fee.
- N. The Township will turn over to the Union the dues collected the month within ten (10) days after that month.

- O. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deduction for a prior month's dues will not be made in respect to such dues, except where the Township's error, oversight, failed to make the deduction in any monthly period.

ARTICLE 5 BULLETIN BOARD

- A. The Union shall have the use only of the bulletin boards located at the "Highway barn" for posting of notices relating to the meetings and official business of the Union.

ARTICLE 6 SHOP STEWARD

- A. The Union must notify in writing the names of Stewards and accredited representatives. No more than one (1) Steward and one (1) alternate may be designated by the Union.
- B. The Steward or Alternate shall not give orders to employees nor countermand orders of supervisory personnel. Further, he shall not be the judge in determining whether a piece of equipment is unsafe.
- C. Any Steward or Alternate attempting to give orders to employees or countermand orders of supervisory personnel in violation of Section B of this Article, shall be subject to Disciplinary action by the Township, including termination.
- D. Representatives of the Union who are not employees of the Township will be permitted to visit with the Shop Steward during working hours at their work stations for the purpose of discussing Union Representation matters with prior notification to and approval of the appropriate Department Head.

ARTICLE 7 NON-DISCRIMINATION

- A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin, disability or political affiliation.
- B. The Township and the Union agree that all persons covered under this Agreement have the right without fear of penalty or reprisal to form,

join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any person because of that person's membership or non-membership or activity or non-activity in the Union.

ARTICLE 8 PROMOTIONS, TRANSFERS AND
TEMPORARY TRANSFERS

- A. If promotions to a higher labor grade or transfers to another grade are in order, consideration for such promotions or transfers shall be based on ability to perform the work.
- B. If, in the sole discretion of the Township, more than one (1) applicant for the promotion or transfer is qualified to perform the work, then seniority shall be considered as a factor in determining which applicant shall be granted the promotion or transfer.
- C. Except in emergency situations, if a vacancy is to be filled through promotion or transfer, notice of the job content of the vacant position shall be posted by the Township on the employees' bulletin board at least one (1) week prior to the interviewing for the vacancy. Any employee wishing to bid for the vacant position shall do so in writing.
- D. If an employee is requested to work out of class into a higher classification, a said employee will receive the rate of pay of the higher classification upon assumption of said duties. The out of class pay shall commence on the first day. If an employee is requested to work in a lower classification, his salary shall not be affected.

ARTICLE 9 MAINTENANCE OF WORK OPERATIONS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdowns, walkouts or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this

agreement.

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

If a worker participates in any strike work stoppage, slowdowns, or other activities, the Township may take appropriate disciplinary measures against those employees.

- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.
- D. The Township agrees that it will not engage in the lockout of any of its employees.

ARTICLE 10 HOURS OF WORK AND OVERTIME

- A. The regular work week shall consist of five (5) days Monday through Friday, with a guarantee of forty (40) hours; and time and one half after forty (40) hours per week. The regular work day shall be eight (8) consecutive hours, exclusive of the lunch period. Starting time to be determined mutually by the Union and the Township.
- B. Sick days will be provided toward overtime in a forty (40) hour work week.
- C. In the event an employee is called in, or called back, he shall be guaranteed three (3) hours at time and one half with no reduction of work hours, except if he is called or kept on contiguous with his regular work shift. The Township shall have the right to retain the employee

on duty for the minimum time period.

- D. Employees shall receive a one half ($\frac{1}{2}$) hour unpaid lunch period each day to be taken after the end of the 4th hour of work and before the beginning of the 6th hour of work, unless mutually agreed to.
Any employee leaving Township facilities for lunch shall notify his/her supervisor of his/her leaving and return.
- E. Employees working holidays set forth in this agreement shall be paid one and one half ($1\frac{1}{2}$) times their regular straight time rate of pay for all hours worked in addition to the holiday pay for all hours worked in addition to the holiday pay. It shall be the option of the employee (through seniority) to work on holidays that must be worked.
- F. All work on Sunday shall be compensated for at the rate of double the regular straight time employee's hourly rate of pay.
- G. Over time may be compensated by compensatory time off in the same pay week in place of overtime pay at the request of the employee.

ARTICLE 11 PAY PERIODS

- A. All wages shall be due and payable in full the Friday following the two (2) week pay period at the end of the employee's shift.
- B. One (1) weeks' pay may be held by the Township.
- C. When the regular pay day occurs on a holiday, the Township shall pay the employees, at the end of the shift, on the regular work day immediately preceding the holiday.
- D. With each pay check, employee shall be provided with a statement of gross earnings and an itemized statement of all deduction made for any purpose.

ARTICLE 12 SALARIES

a. All employees covered by this agreement shall receive compensation as follows:

2006 4% 2007 3.5%; 2008 3.5% 2009 3.5% and 2010 4%.

Classification Effective:

	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>
Class I	\$19.17	\$19.84	\$20.53	\$21.25	\$22.10
Class II	\$18.25	\$18.89	\$19.55	\$20.23	\$21.04
Class III	\$17.52	\$18.13	\$18.76	\$19.42	\$20.20
Class IV	\$15.94	\$16.50	\$17.08	\$17.68	\$18.38
Mechanics	\$23.13	\$23.94	\$24.78	\$25.65	\$26.68
Asst. Mechanic	\$19.91	\$20.61	\$21.33	\$22.08	\$22.96
Crew Leaders	\$20.37	\$21.08	\$21.82	\$22.58	\$23.48
Asst. Foreman	\$20.94	\$21.67	\$22.43	\$23.22	\$24.15
Foreman	\$23.14	\$23.95	\$24.79	\$25.66	\$26.69

Effective January 1, 2006, all New Hires shall be compensated as follows;

- a. \$10.00 per hour to start
 - b. \$10.50 per hour after 90 Effective
 - c. \$11.00 per hour on anniversary date Effective
 - d. \$10.50 per hour to start Effective 2007 \$.50 Increase
 - e. \$11.00 per hour after 90 Effective 2007\$.50 Increase
 - f. \$11.50 per hour on anniversary date Effective 2007 \$.50 Increase
 - g. \$11.00 per hour to start Effective 2009 \$.50 Increase
 - h. \$11.50 per hour after 90 Effective 2009\$.50 Increase
 - i. \$12.00 per hour on anniversary date Effective 2009 \$.50 Increase
2. Any employee performing work on a higher classification shall receive the higher rate of pay for all time performing such work. Whenever the

Supervisor is absent, for a day or longer the foreman shall assume his/her responsibilities and be paid an additional three dollars (\$3.00) per hour. Any employee performing work of a lower classification shall not suffer any reduction in the rate.

3. Description

Class I Employees shall be employees who operate heavy equipment, heavy motor vehicles, light equipment, light motor vehicles and also perform routine labor and train Class II employees.

Class II Employees shall be all employees who operate heavy motor vehicles, light equipment, light motor vehicles and also perform routine labor and train Class III employees,

Class III Employees shall be all employees who operate light equipment, light motor vehicles and also perform routine labor.

Class IV Employees shall be all laborers.

Foreman The Working Foreman shall be immediate supervisor answering to the Public Work Superintendent. He will be responsible for supervising the entire Public Works crews in all their functions. He is selected by the Public Works Superintendent with the approval of the Township Committee. He will obtain materials and supplies, keep records, and prepare clear and factual reports. He will make recommendations to his superiors concerning promotions, and appointments of employees under his supervision. He will drive a truck or other heavy equipment to get the job done satisfactorily. He will also be responsible for full supervision of all crews and duties held by the Superintendent in the event of his absence and must be available for weekend and on-call on a rotating basis with Assistant Foreman and Crew Leader.

Asst.

Foreman The Assistant Foreman, under direction, will assist the Foreman in his duties supervising the crews. He will also help the Foreman obtain supplies, keep records and prepare clear and accurate reports as well as direct supervision of the solid waste division crew. He is answerable to the superintendent or his designee and does related work as required by his superiors. In the absence of the Superintendent and the Foreman for a day or longer, he will be responsible for the supervision of all the crews and other duties of the aforementioned supervisors and must be available for weekend and on-call on a rotating basis with Foreman and Crew Leader.

Crew

Leader The Crew Leader, under direction, will direct the streets and roads and solid waste crews, in the performance and completion of their functions. He will drive a truck or other heavy equipment to get the job done satisfactorily. He is answerable to the superintendent or his designee and does related work as required by his superiors. In the absence of the Superintendent, Foreman, and the Assistant Foreman for a day or longer, he will be responsible for the supervision of all the crews and other duties of the aforementioned supervisors and must be available for weekend and on-call on a rotating basis with Foreman and Assistant Foreman.

Mechanic The Mechanic, under the direction of the Superintendent, Foreman, Assistant Foreman and Crew Leader, (or in the absence of any of the aforementioned supervisors), the mechanic performs varied mechanical work involved in the maintenance and repairs of motor vehicles and mechanized equipment. Working with various machine and hand tools common to the trade and does related work as required by his superiors. In cases of

emergencies, under the direction of the Supervisor, may be assigned other duties.

Asst.

Mechanic The Assistant Mechanic, under direction, will assist the Mechanic in his function, and in his absence, will continue to perform various mechanical work that the Mechanic performs, and does other Public Work assignments as required by his superiors. In cases of emergencies, under the direction of the Supervisor, may be assigned other duties.

The description of the above-mentioned equipment shall be as follows:

Heavy Equipment: Sweeper, Backhoe, and grader and all equipment of like nature.

Heavy Motor Vehicles: Trash packers and heavy dump trucks and all motor vehicles of like nature.

Light Equipment: All equipment not classified as Heavy Equipment, including Mower, tractor pick-up trucks, and passenger vehicles.

B. The Township will provide either through purchase or rental the equivalent of:

On May 1st, 3 Jeans, 3 Summer Shirts, 1 Pair of Shoes.

On October 15th, 2 Jeans, 2 Thermal Hooded Sweatshirts, 1 Pair of Shoes.

On October 15th, gloves, safety glasses, vests, rain gear, etc. shall be issued on an as needed basis and turn in for replacement basis.

Employees can substitute short pants for long pants during the summer months.

Employee must wear their uniforms at all time.

C. Three (3) days off with pay will be provided each employee as safety days in the following year after it is earned if the employee has had an injury or accident free work year. When the employee has had two (2) consecutive accident-free years, then he will be provided with four (4)

day off with pay in the year following. The definition of injury or accident free year is that year in which an employee has not had an injury or accident that has been caused by the employees neglect in performing his job.

D. Employees will receive a paid meal or money equal to \$10.00 after each 4 hours of work for "Snow Removal" or other emergencies on overtime only.

E. 100.00 allowances per quarter for mechanic's tools.

ARTICLE 13 LONGEVITY

Longevity pay shall be granted each employee, in a separate check, twice each year in the year 1995:

Fifty percent (50%) payable the first pay period in June and fifty percent (50%) payable the first pay period in December. Employees shall receive one twelfth (1/12) of their entitlement for the year for each month prior to the payment irrespective of the days of the month on which the employee's anniversary date falls.

Effective January 1, 1996, the Longevity Compensation for those employees entitled to it shall be incorporated into the employees base rate of pay at the rate shown. Any employee starting employment after January 1, 1996 shall not be entitled to Longevity Compensation.

YEARS OF SERVICE

ANNUAL LONGEVITY

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Beginning the Fifth Anniversary to the 10 th	3.25%	3.25%	3.25%	3.25%
Beginning the Tenth Anniversary to the 15 th	4.75%	4.75%	4.75%	4.75%
Beginning the Fifteenth Anniversary and above	5.25%	5.25%	5.25%	5.25%

ARTICLE 14 SICK LEAVE

A. Each eligible employee as hereinbelow defined shall be entitled to twelve (12) days of sick leave without loss of pay.

B. Sick leave pay shall be based upon the individual employee's straight time daily rate of pay, for the day or any part of which he is absent from work because of illness.

- C. In the event of accident or illness requiring absence from work, such sick leave benefits shall commence on the first (1st) work day absent.
- D. Sick leave may not be granted to an employee until completion of the probationary period.
- E. A doctor's certificate may be required at the Township's option as condition for payment of such leave, only (1): where an employee is absent in excess of ten (10) occurrences in seven (7) consecutive months, and (1), when an employee is absent for three (3) consecutive days, both except for a period of time during which the employee is confined to any certified medical institution. The expense of the doctor's certificate will be his and not the Townships. Abuse of sick leave shall be cause for disciplinary action.
- F. Sick leave benefits shall be integrated with welfare payments, workers' compensation or disability income. Sick leave shall be accumulated up to a maximum of 365 days. Under no circumstances will any combination of sick leave benefits with welfare, workers' compensation or liability income benefits exceed an employee's regular straight time base rate of pay or weekly rate of pay. The Township may also require a certificate of hospitalization.
- G. Sick leave shall be payable only with respect to a work day on which the employees would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any other day for which an employee has received full pay from the Township.
- H. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of health shall be required, but not at the Township's expense.
- I. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, by a physician designated by the Township. Such examination shall establish whether the employee was capable of performing his normal duties and that his return will not jeopardize his health, the health of the other employees, or the public health.

J. Each employee shall be entitled to 'sell-back' unused sick leave each year. Upon notice, during the month of November, on or before November 15th, of each year, to the Township Treasurer, each employee shall be entitled to 'sell-back' and receive pay up to a maximum of six (6) days of that year's sick leave. Pay for each day shall be at seventy-five percent (75%) of its value. i.e., an employee's regular straight time hourly rate of pay x eight (8) hours x seventy-five percent (75%) for each day.

The unused sick leave which is not 'sold-back shall be accumulated in the "bank" for future needs.

K. Payment of unused sick time at retirement

After twenty (20) years of service, or attaining the age of sixty-two (62), the employee, upon retirement, or if an employee is terminated because of lack of work; or if an employee resigns in good standing, will be paid for seventy-five percent (75%) of his accumulated sick leave. This payment will be made in four (4) equal yearly installments. This benefit will also, at the employee's death, be payable to the employee's beneficiary in the same manner.

ARTICLE 15 MILITARY LEAVE

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

ARTICLE 16 JURY LEAVE

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

1. The employee must notify his supervisor immediately upon receipt of a summons for jury service:
2. The employee has not voluntarily sought jury service.
3. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to eleven o'clock a.m., that employee shall be required to return to work by twelve o'clock noon that day in order to receive pay for all hours worked that day.

ARTICLE 17 FUNERAL LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay at regular straight time daily time rate from the day of death up to and including the day of the funeral, but in no event to exceed five (5) working days and one (1) working day for aunt, uncle, nephew, niece, brother-in-law, sister-in-law, or cousin of the first degree and shall include full relatives and step relations.
- B. The term "immediate family" shall include grandparents, grandchildren, parents, children, spouse, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, and legally adopted children, and shall include full relatives and step relations.
- C. Time off with pay, as provided in this section, is intended to be given for the purpose of handling necessary arrangements and attendance of the funeral of the deceased member of the immediate family.

ARTICLE 18 LEAVE OF ABSENCE

- A. Any employee desiring a leave of absence without pay from the Township shall secure written permission from the Township with notice to the Union.
- B. Approval of such a leave of absence shall be at the sole discretion of the Township. Approval shall not be unreasonably withheld.
- C. The maximum leave of absence shall be for thirty (30) days, and may be extended for like periods at the sole discretion of the Township up to a maximum of ninety (90) days.
- D. Permission for extension must be secured from the Township with notice to the Shop Steward.
- E. During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the

employee involved, and may result in the employee's loss of employment with the Township, at the Township's sole discretion.

- F. The employee shall be responsible for and shall make suitable arrangements with the Township for the continuation of benefits as provided in Article 22.

ARTICLE 19 UNION LEAVE

- A. Wherever practicable, meetings between representatives of the Township and the Union for the negotiation of terms of the Agreement shall be scheduled during working time of affected employees. When it is necessary to schedule such meetings during regular working time, Steward or alternate whose attendance is required, shall be paid at regular straight time rates.
- B. Steward or alternate will not be paid for more than one and a half (1 ½) hours per hearing when related to the grievance procedure.

ARTICLE 20 HOLIDAYS

- A. The following are the paid holidays (day off with pay) to be given to the employees covered by this agreement:

- New Year's Day
- Martin Luther King Day
- President's Day
- Easter Monday
- Memorial Day
- Independence Day
- Columbus Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

Personal Days

Each member of the Bargaining Unit shall be entitled to three (3) personal days, which may be used for any purpose desired by the employee. Except to the extent possible, notice of the intent to take a personal day on

a given date should be provided to the Department Head at least one week prior to the date desired. A personal day may be taken on less notice in the event the Department Head agrees to a said course of action. In the event an employee does not utilize the personal day granted aforesaid, said personal day shall not be cumulative from year to year, nor shall the employee receive any pay whatsoever because of the fact that the employee did not avail himself of the personal day. Half days may be granted if employee requests either the first half or the second half of the day.

Floating Days

Each member of the bargaining unit shall be entitled to one (1) floating day each year which may be used for any purpose desired by the employee. No advance notice to the Township, except for notice prior to the start of the employee's shift, shall be required for utilization of the floating day. Floating days shall not accumulate from year to year.

ARTICLE 21 VACATIONS

A. Vacations shall be as follows:

Every regular employee who has been continuously in the employ of the Township for a period of one (1) year shall be entitled to receive two weeks' vacation with pay (as defined herein) as scheduled by the Township in the manner hereinafter provided, after his first anniversary date and each year thereafter until his fifth (5th) anniversary date.

Every regular employee who has been continuously in the employ of a Township for a period five (5) years or more and who meets the other qualifications set forth herein shall be entitled to receive vacation with pay (as defined herein) as scheduled by the Township in the manner hereinafter provided AS FOLLOWS on employee's anniversary date:

<u>Years of service</u>	<u>Number of Days Vacation</u>
5	15 Days
6	16 Days
7	17 Days
8	18 Days
9	19 Days

Every regular employee who has been continuously in the employ of the

Township for a period of ten (10) years or more and who meets the other qualifications set forth herein shall be entitled to receive four (4) weeks' vacation with pay (as defined herein) as scheduled by the Township in the manner hereinafter provided after his tenth (10th) anniversary date and during each year thereafter.

The Township shall have the right to schedule the number of employees in each department who shall receive a particular time. Employees must select their vacations according to their seniority unless mutually agreed to by the Union and the Township. The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees consistent with the efficient operation of the Township's business. Vacations shall be on year-round basis. Any deceased employee who is entitled to his vacation, his vacation pay shall be given to his beneficiary. A one (1) week notice shall be given to take vacations.

The vacation period for eligible employees may be taken daily for five (5) days only. If an employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the employee shall receive an additional day's vacation. Vacation pay shall be paid the eligible employee before he starts his vacation. The pay which an employee shall be entitled to receive for his vacation shall be determined as follows:

For each week of vacation, an employee shall receive forty (40) hours pay at the then current hourly rate for his job classification.

Upon permanent layoff, discharge or quit, any employee on the seniority list with one or more years of service shall be entitled to vacation pay on a pro-rate basis.

For each day of vacation, an employee shall receive eight (8) hours' pay at his then current hourly rate of pay.

ARTICLE 22 HEALTH BENEFITS

A. The Township agrees to continue to provide for the term of this Agreement the following benefits for all employees and their families covered by this Agreement at no cost to the employee except as may be noted:

1. New Jersey State Health Benefits Program
New Jersey Blue Cross
New Jersey Blue Shield - 14/20
Prudential Insurance Company - Major Medical
\$100.00 deductible
Three deductibles per family and 80/20 co-pay with a maximum yearly out-of-pocket expense of \$1,000.00.
2. P.E.R.S. Insurance equal to 3 times the employee's yearly pay.
3. Dental Plan through Delta Dental at &25.00. Deductible and reimbursement at 100-80-50-25 including orthodontics.
4. The Township shall provide a prescription and eyeglass plan as available to Township employees through HMO which is one of several medical plans offered.
5. Employer shall provide benefits of New Jersey State Disability Insurance Plan on a co-pay premium basis as prescribed by the Plan.
6. P.A.C.-TEAMSTERS LOCAL UNION NO. 676

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to P.A.C. Local 676. P.A.C. Local 676 shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other a week in which the employee earned a wage. The Employer shall transmit to Teamsters Local Union No. 676, 101 Crescent Boulevard, Collingswood, NJ 08108 on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

ARTICLE 23 INJURY PAY

- A. In the event an employee is injured on the job, he shall sustain no loss of pay for the balance of the day and he shall go forthwith for medical attention.
- B. The injury shall be substantiated by a doctor hospital report.

- C. The employee shall also be paid in the event it is impossible for follow-up treatment other than during working hours.

ARTICLE 24 SAFETY

- A. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property.
- B. Employees shall immediately report all defects of equipment or dangerous conditions of work in writing on Township form to the employee's Department Head.
- C. The Township shall not ask or require an employee to take out equipment that has been previously reported in an unsafe operating condition until same has been approved as being safe by a proper Township Official.
- D. No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused by the employee's gross negligence or improper act.
- E. Any employee involved in an accident shall immediately report said accident and any physical injury or property damage sustained by himself or anyone else.
- F. Other than those situations covered by Sec. E., when required by the Township, the employee, before going off duty and before starting his next shift, shall make out an accident report in writing, on Township time, on forms furnished by the Township and shall turn in all available names and addresses of witnesses to the accident.
- G. The Township shall maintain, in good repair, sanitary conditions for its employees, such as toilets and hot and cold running water.
- H. The Township reserves the right to discipline, up to and including termination, any employee whom it is proven deliberately destroyed or rendered useless any Township or other person's property.

ARTICLE 25 SENIORITY

- A. Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire.
- B. An employee's seniority shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury.
- C. Seniority shall be lost and employment terminated if any of the following occur:
1. discharge with cause;
 2. resignation;
 3. failure to return promptly upon expiration of authorized leave;
 4. absence for three (3) consecutive working days without leave or notice and;
 5. engaging in any other employment during a period of leave.
 6. failure to return after recall, or within one (1) year of lay-off.
 7. if an employee leaves the bargaining unit for any reason, even though he maintains employment with the Township; also, if the employee returns to the bargaining unit, his seniority begins from the date of his most recent entry into the bargaining unit.
- D. Once each year during the month of January, the Township shall compile and submit to the Union in writing, and then seniority as to the Township, the department, and the job classification from the Township records. Any employee hired after said posting shall have their names added to this list in order of dates of hire, and the Union shall be notified of such additions.
- E. After an employee has completed his probationary period, the employee shall gain seniority status and his seniority on the list shall revert to the first day his probationary period.
- F. In an attempt to equalize overtime, the "wheel" system shall be used. i.e., Starting at the top of the seniority list with the number one employee, overtime shall be offered in the order of seniority. If overtime is turned down, the next person is offered until someone accepts. All the people who turned down shall be charged with the amount of hours worked by the person(s) accepting the overtime. This way the number of hours shall be almost equal at the end of the year. The only

exception to the “wheel” is in a classification, i.e., if a truck driver is needed, a truck driver is asked, etc.

D. Once each year during the month of January, the Township shall compile and submit to the Union in writing, and then shall post on each bulletin board listed in Article 5, a lists or lists of seniority from the Township records. Any employee hired after said hire, and the Union shall be notified of such additions.

A. Job assignments will be distributed in seniority order, by classification, once job assignments are picked there shall be no changing of job. Seniority does not provided the right to switch jobs assignments with lower title employees

ARTICLE 26 PROBATIONARY PERIOD

A. All employees, prior to becoming a permanent employee with the Township, shall serve a probationary period of ninety (90) calendar days.

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

C. In case of discharge within the probationary period, the Township shall notify the Union in writing.

ARTICLE 27 LAY-OFF AND RECALL

A. Should it become necessary to lay-off employees because of lack of work, the Township shall resort to strict departmental seniority, which means the last employee hired shall be the first employee’s laid off.

B. When the Township recalls the employee, it shall be done in the reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled, so long as the employee to be recalled is qualified to do the work necessitating the recall.

C. The Township agrees to give at least two (2) week’s notice or two (2) week’s pay whenever making seasonal or permanent lay-offs; written

notice to the Shop Steward and the affected employees whenever possible.

- D. The Township, when recalling laid off employees shall notify the Shop Steward and the employee in writing. Notice to the employee shall be personally delivered or mailed to the employee's last known address, and the employee shall have five (5) working days to respond to such recall notice.

ARTICLE 28 HIRING ADDITIONAL EMPLOYEES

- A. The Township shall notify the Shop Steward when any new employees are to be hired to fill positions within the terms of this Agreement.
- B. The Union shall have the right to send applicants to make applicants for the position, the Township agrees to interview such applicants as acceptable and give the same interview consideration to Union sent application as is given to applicants from other sources.
- C. This provision shall not be deemed to require the Township to hire Union applicants or to preclude the Township from hiring employees from other sources.

ARTICLE 29 FULLY-BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiated with respect to any such matter, whether or not covered by this Agreement.

ARTICLE 30 SEPARABILITY AND SAVINGS

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

B. CREDIT UNION

The Employer agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes if the employee has provided the Employer with a signed card so authorizing. Such deductions will only be remitted to the Credit Union once a month.

ARTICLE 31 DISCIPLINE

No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. Until the case has been discussed with the Business Agent, no employee may be dismissed or suspended, except where the provisions of this Section provide for such action.

In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the employee shall receive back pay. If the decision directs reinstatement with pay, the Township shall not receive any credits for wages or compensation earned by the employee while he was out of the Township's employe's. Except where an emergency prevents it, grievances concerning discharge or suspension shall be advanced over all other matters pending for grievance hearings and shall be heard promptly. Except in the case of immediate dismissal for the causes set forth below, no employee may be dismissed or suspended for his first offense but shall receive the following for each different offense:

- Step 1. Oral Notice
- Step 2. Written Warning
- Step 3. One (1) day off without pay
- Step 4. Subject to discharge

All written notices will stay in the employees' personnel file up to three hundred sixty-five (365) days from the date of each entry, at which time they will be removed.

Causes for immediate suspension pending discharge without first discussing the matter with the Business Agent shall be the following:

1. Calling or participating in any unauthorized strike, work stoppage, or walkout.

2. Drunkenness, proven during working hours, or being under the influence of alcohol during working hours.
3. proven theft or dishonesty.
4. Unprovoked assault on his Employer or his Employer's representative during working hours.
5. Illegal use of dangerous controlled substances.

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

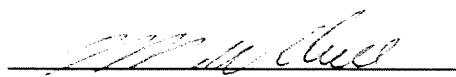
ARTICLE 32 TERM OF AGREEMENT

- A. This Agreement shall be in full force and effect as of and retroactive to January 1, 2006 and shall remain in effect through December 31, 2010, without a reopening date. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives, in writing no sooner than one hundred and eighty (180) nor later than one hundred and thirty-five (135) days prior to the expiration date of this agreement of a desire to change, modify or terminate this agreement.
- B. Notice served by either party on the other stating an intention to change, terminate or modify this Agreement shall be by registered or certified mail.
- C. Notices sent by the Union shall be served on the Township Clerk. Notices sent by the Township shall be served on the President of the Union or his designated representative.

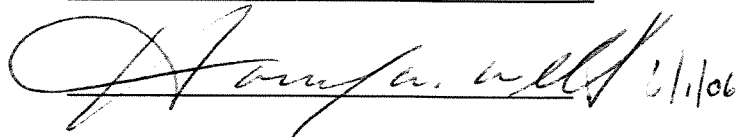
IN WITNESS WHEREOF the parties hereto set their hands and seals this 23rd day of May, 2006.

TOWNSHIP OF MANTUA

TEAMSTERS LOCAL UNION 676



MAYOR



President and Executive Office

