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AGREEMENT

between

THE TOWNSHIP OF HILLSBOROUGH

and

TEAMSTERS LOCAL 469

BLUE COLLAR UNIT

JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

**DIFRANCESCO BATEMAN ET AL.
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This Agreement, made this 22nd day of February, 2022, by and between THE TOWNSHIP OF HILLSBOROUGH, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and the TEAMSTERS LOCAL 469 (hereinafter referred to as the "Union").

NOW THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Union as the exclusive representative for collective negotiations concerning wages, hours of employment and other terms and conditions of employment as set forth herein for all Blue Collar (including Parks Department) employees in classifications appended hereto as Appendix A who are employed by the Township, excluding all supervisors, managerial executives, confidential employees and all other employees, except such additional classifications as the parties may later agree to include. Seasonal employees are not included in the recognition clause.

B. Unless otherwise indicated by the contents of this Agreement, the title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males as well as females.

ARTICLE II

DUES CHECK-OFF

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union members. Such deductions shall be made in compliance with N.J.S.A. 52:14-14-19(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office on or before the fifteenth (15th) of the month following the month in which deductions were made.

B. 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) calendar days prior to the effective date of such change.

C. The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated Township officials, as provided in N.J.S.A. 52:14-15 (e), as amended. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that may arise 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 the provisions of the Article.

D. Any and all dues deduction notifications to the Township, pursuant to this Article, whether it is the initial notification or notice of a change, shall be forwarded to the appropriate

Township official(s) on Union letterhead and signed by the appropriate Union official(s).

ARTICLE III

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 prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and/or of the United States, including, without limiting the generality of the foregoing and not limited to, the following rights:

1. Executive, management and administrative control of Township government and its properties, facilities, and activities of its employees who utilize 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 improve 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 such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operations of the Township, and after advance notice thereof to the employees, the right to require compliance of the employees is recognized.
4. To hire all employees, to promote, transfer, assign, and/or retain employees in positions within the Township covered by this Agreement.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee covered by this Agreement for good cause according to law.
6. To lay off employees covered by this Agreement in the event of lack of 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 the conditions of employment not reserved, to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, codes of conduct, and practices in 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 that such specific and express terms hereof are in conformance with the Constitution or Laws of the State of New Jersey and/or of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40:1-1 et. seq., N.J.S.A. 40A:1-1 et. seq., or any

other National, State, County, or local laws or regulations.

ARTICLE IV

MAINTENANCE OF WORK OPERATIONS

A. The Union and employees covered by this Agreement hereby covenant and agree that, for the duration of this Agreement, neither the Union nor any person acting on its behalf shall authorize or support any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duty of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activities by the employee shall be deemed grounds for discipline including possible termination of such employee(s), which discipline may be imposed by the Township.

C. The Union and its members hereby agree that it will make every reasonable effort to prevent people covered by this Agreement from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same and immediately return to work and take such other steps as may be necessary under the circumstances to bring about compliance with this Agreement.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights 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.

ARTICLE V

SAVE HARMLESS CLAUSE

The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders, or judgments brought or issued against the Township as a result of any action by the Township under the provisions of this Agreement.

ARTICLE VI

PROBATION

A. All employees shall be subject to a ninety-day probationary period. The Township has the right to extend the 90 day period an additional 90 days not subject to grievance procedure set forth in the contract. The purposes of said probationary period is to enable the Township to evaluate the employee's work performance and conduct in order to determine whether or not the employee merits permanent employment status. At any time during or at the end of the probationary period, the employee may be terminated for any reason whatsoever. The decision of the Township regarding the termination of employees who are probationary in status shall not be subject to the grievance procedure nor shall probationary employees have any other recourse in law or equity.

B. Notwithstanding the aforesaid, the Township Administrator may, in his/her sole discretion, determine that there is a need for an additional three (3) month probationary period for a particular employee and assign said employee such additional period. In the event that such extension shall be given to an employee, and the Township later determines the employee has met the appropriate standards, the Township may, in its sole discretion, end the probationary period at any time, giving said employee the status of a permanent employee from the end of the first (1st) six (6) month period.

C. Personal and vacation days and any other employee benefits given to permanent employees under this contract will begin to accrue for probationary employees after the three (3) months of service with the Township, but cannot be taken until after permanent status is obtained. However, there are benefits given to permanent employees, which may also be granted to probationary employees during their term of probation as set forth in this Agreement. All probationary employees will be granted holiday pay for all holidays which fall within their probationary period.

D. Irrespective of the provisions above, as a condition of continued employment with the Township, a probationary (new) employee must acquire a CDL A license within the first (1st) year of employment. If the employee fails to acquire a CDL A license in the time frame above, the employee will be terminated without recourse through the grievance and arbitration procedures of the collective bargaining agreement. In the event an employee no longer qualifies for or temporarily loses their CDL license, the Township will follow the requirements of the New Jersey Law Against Discrimination and the Americans with Disabilities act in an effort to accommodate the impacted employee.

ARTICLE VII

HOURS OF WORK AND OVERTIME

- A. The work week shall consist of five (5) consecutive days. For payroll purposes, the work week shall commence every Monday morning at the employee's regularly scheduled starting time.
- B. The Township reserves the right to institute a standardized forty (40) hour work week for all employees covered under this Agreement.

ARTICLE VIII

SENIORITY, PROMOTIONS, JOB VACANCIES & TRANSFERS

A. Definitions

1. Seniority is defined as an employee's length of service with the Township beginning with the employee's latest date of commencing work with the Township.
 2. Newly appointed probationary employees shall have no seniority and shall not be eligible for seniority in terms of this Agreement until they have completed the probationary period, seniority shall accumulate until there is a break in the employee's service.
 3. A break in service occurs when an employee resigns, is discharged for cause, is on leave of absence, exclusive of sick leave, retires, or is laid off. An employee who is reinstated after a break shall commence their seniority as of the date of their return without any concern toward their prior service.
 4. For purposes of this Agreement, an employee who is absent without leave for five (5) consecutive days or who fails to notify the Township regarding a return from any leave of absence, including sick leave, shall be considered to have resigned from the Township's employ.
- B.
1. If new jobs are created or if vacancies occur of at least a thirty (30) working day duration, the Township shall determine the qualifications required for such position.
 2. The Township agrees to post a notice of any new job or vacancy on the Union bulletin board for a period of five (5) working days. Such notice shall contain a description of the job, hours of work, rate of pay and location, and when the job shall be available.

Employees who are interested, in order to be eligible for such job, must sign the notice. Any employee who fails to sign the notice shall not be eligible for the vacancy or position in question. Preference will be granted on the basis of departmental seniority for Blue Collar positions, provided that the applicant has the necessary skills and ability to perform the work required as determined by the Township. However, all other employees are eligible to bid. If a bidder is a successful applicant for the position in question, said employee will be notified by a memorandum; and, thereafter, a notice will be placed on the bulletin board within five (5) working days after the expiration of the five (5) working days required for the posting of such notice.

C. Any employee so selected to fill such job shall be granted a training period of sixty (60) calendar days. If it shall be determined by the Township during this period that the employee is unqualified to perform the duties to which he is promoted, the Township shall place the employee in his former position or a position equivalent thereto. The promoted employee shall receive the rate for the job in question as of the day that person begins the training period. If removed from the position, during or at the end of the training period, the employee in question shall then receive the rate of the position to which the employee is assigned following his removal.

D. All permanent employees shall be given a forty-five (45) calendar day written notice prior to layoffs. In the event of a layoff, Blue Collar workers with the most departmental seniority will have preference provided that they have the requisite qualifications, skills and ability to perform the work available. The determination of whether an employee has the requisite qualifications, skills and ability to perform the work available shall be within the sole discretion of management. Such determinations shall not be unreasonable, arbitrary, capricious or discriminatory.

E. The Township shall draw up an initial seniority list within thirty (30) calendar days after the signing of this Agreement and such list will be posted on the Union bulletin board at that time. All employees covered by this Agreement who object to the said list shall inform the Township of said objections within thirty (30) calendar days after the posting of such list. At the end of the thirty (30) calendar day period, the list shall be binding on all employees. The seniority list will be updated every six (6) months.

ARTICLE IX

GRIEVANCE PROCEDURES

A. A grievance is a claim by an employee based upon and limited to an alleged violation of the express terms and conditions of this Agreement. Notwithstanding the above definition of "grievance", any dispute involving the following shall not be subject to this procedure:

1. Any matter, which, according to law, is beyond the power of the Township or the Township Committee.

2. Matters which have a specific remedy in law.

B. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue under the direction of his or her superintendent and supervisors, perform all assignments and adhere to all policies, procedures, rules and regulations of the Township, until such grievance and the effect thereof shall have been fully determined.

C. The purpose of this procedure is to secure, at the lowest possible level, an equitable settlement of the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing contained 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 and having the grievance adjusted without the intervention of the Union.

D. Failure by management to communicate a decision at any step within the time limits set forth in the procedure shall be deemed a denial of the grievance and the grievance shall go to the next higher step.

E. Failure by the employee or the Union at any step to appeal the grievance to the next step within the specified time period shall be deemed a forfeiture of the right to process the grievance to the next higher step.

F. Steps of the Grievance Procedure.

The Steps shall be followed in their entirety unless any step is waived by mutual consent:

STEP ONE

1. An aggrieved employee shall institute action under this provision hereof, in writing, within twenty-one (21) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his supervisor for the purpose of resolving the matter informally. Failure to act within the said twenty-one (21) calendar days shall be deemed to constitute an abandonment of the grievance.

2. The supervisor, or his designee, shall render a decision in writing within fourteen (14) calendar days after the grievance is first presented to him, if it cannot be handled informally.

STEP TWO

If the grievance has not been resolved through Step One, the grievance shall be presented in writing to the department head, or his designee, within seven (7) calendar days after the supervisor's response is due. The department head shall respond in writing within seven (7) calendar days. In the event, the supervisor and the department head are the same individual, Step Two will be omitted and the matter will proceed to Step Three.

STEP THREE

If the aggrieved wishes to appeal the decision of the department head, or his designee, the grievance should be presented to the Township Administrator or his designee, within seven (7) calendar days after receiving the department head's or his designee's decision. The Township Administrator or his designated representative shall schedule a meeting to review the matter and shall present a decision, in writing, within fourteen (14) calendar days after the receipt of such grievance.

STEP FOUR

If the grievance is not settled through Step Three, then the grievant may petition for final resolution of the grievance directly to the Township Committee. The request for resolution shall be filed, in writing, with the Township Clerk within seven (7) calendar days of the receipt of the Step Three decision. The Township shall then arrange a mutually acceptable time for a grievance hearing within fourteen (14) calendar days after the receipt of said request. The Township Committee shall hear only one (1) grievance on only one (1) issue per hearing. No multiple grievance hearing will be permitted unless by written consent of the Union and the Township prior to the commencement of the hearing. The Township Committee shall render a written decision within thirty (30) calendar days after the hearing.

STEP FIVE

1. If the grievance is not settled at Step Four, the matter may be referred by the Union to arbitration within twenty (20) calendar days of the decision at Step Four. An arbitrator shall be selected in accordance with the procedure of the Public Employment Relations Commission.

The decision to refer a grievance to arbitration pursuant to this Step Five shall be within the sole discretion of the Union. The individual grievant(s) per se may not pursue a grievance beyond Step Four.

2. Unless the parties agree otherwise, in writing, no more than one (1) issue shall be presented to an arbitrator in any single case.

3. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

4. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from, or in any way modify any of the terms of this Agreement.

5. The decision of the arbitrator shall be in writing with reasons therefore and shall be binding up on the parties, subject however, to any applicable statutes and case law available to the parties.

6. Union Representation at the Grievance Procedure:

The employee may, at his option, be represented by the shop steward and/or the local president at Steps One through Three of the grievance procedure and by the shop steward and/or local president and the Union representative at Step Four.

7. Either the Township or the Union may waive any steps of the grievance procedure, but said waiver can only be done in writing and with the consent of the other party in question.

8. The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

9. For suspension of more than one (1) day, the Township shall not impose such suspension for either five (5) days after its effective date or until the Union has the opportunity to appeal such to the Township Administrator, whichever comes first.

10. All suspensions shall be served within three (3) months of its occurrence at the discretion of the Public Works Director and/or Parks Director.

ARTICLE X

OVERTIME

1. A. Employees covered under this Agreement who work a forty (40) hour workweek will be entitled to be paid overtime at a rate of time and one-half (1 ½) times the employee's prevailing rate of work done in excess of forty (40) hours in each week. Paid holidays, paid sick days and paid vacation days may be counted toward the forty (40) hours for purposes of overtime with the number of hours per day being assigned to said paid leave days equalizing the number of hours in the employee's normal workday.

B. Whenever the Township municipal building fully closes, all DPW bargaining unit personnel still working at that time shall be brought to the applicable overtime rate (time and one-half (1 ½) or double (2x) time) for the remaining period the Township municipal building would have been opened (i.e. Township municipal building fully closed at 1:00PM and normally closes at 4:30PM, applicable overtime rate would cover 3 ½ hours).

C. Double (2x) time will be paid for every hour worked after sixteen (16) consecutive hours worked.

2. A. Hourly rates are to be computed based on a 2,080 hours per year basis, irrespective of leap year.

B. Pursuant to the Stipulation of Settlement in Brandt et. al. v. Hillsborough, the overtime hourly rate will be calculated on a total salary; i.e. base salary plus longevity pay.

C. In computing compensation for purposes of overtime, the nearest one-quarter (1/4) hour shall be the smallest fraction of an hour to be reported.

3. A. There shall be two (2) rotating seniority lists for overtime. One (1) list shall be for scheduled overtime and non-emergency overtime. The other list shall be for unscheduled overtime. While each list shall use a descending seniority list for overtime purposes, the DPW Superintendent or Parks Director, whichever is applicable, or their designee(s), shall be allowed to call in an employee due to his/her qualifications/abilities/ licenses.

B. Scheduled overtime shall generally be defined as overtime assignments that the Township regularly knows about and will be scheduled at least one (1) month in advance.

C. The unscheduled overtime seniority list is to be used by DPW management for any overtime which does not meet the provisions of either paragraphs 3A and 3B above and paragraphs 3J and 3K below.

D. A list for scheduled overtime shall be created by employees volunteering in writing for the list on or before January 1 of each applicable year. Failure by the employee to submit his/her name to the lists shall render an employee ineligible for the scheduled overtime list during that year, unless the DPW Director or Parks Director, at their sole discretion, adds a volunteer to the scheduled overtime list, if a request to be added is made in writing by an employee wishing to volunteer, after January 1 of each applicable year.

E. The DPW Director or Parks Director, in their sole discretion(s), shall determine what constitutes scheduled overtime on an annual basis and non-emergency overtime. All other overtime is therefore considered to be unscheduled.

F. Any employee on the scheduled overtime list who accepts a scheduled overtime list assignment and fails to show up for said assignment shall be subject to discipline, up to and including termination.

G. In addition to the scheduled overtime list, there shall be an unscheduled overtime list based on seniority and consisting of all DPW and Parks employees. Substitutions on the unscheduled overtime list will be permitted under limited circumstances with prior notice to and approval by the DPW Superintendent and/or Parks Director, whichever is applicable, or designee(s). Assignment to unscheduled overtime will not impact on an employee's place on the scheduled overtime list.

H. Any employee or his/her listed substitute who fails to respond to an unscheduled overtime assignment shall be subject to discipline, up to and including termination.

I. There shall be no negative connotation to any employee who does not place himself/herself on the scheduled overtime list.

J. Irrespective of all of the above, all employees of the Township DPW shall be eligible for and required to be available for any and all emergency overtime as determined, in the sole discretion, by the Township Administrator and/or DPW Director and/or Parks Director, whichever is applicable, or their designee(s).

K. Furthermore and irrespective of all of the above, those overtime assignments requiring specialized skill, as determined in the sole discretion of the Director of Public Works or Parks Director, whichever is applicable, or their designee(s) will not be subject to the unscheduled or scheduled overtime lists.

L. Continuous overtime. Any Employee covered by the collective bargaining agreement required to respond for emergency overtime as set forth in this Article X (including Snow, Ice, Floods, etc.) or Article XXVII and who is called in for overtime before 4:01 a.m. works continually into the morning hours shall remain at the applicable overtime rate until relieved of duty.

M. Meal allowance. Any employee covered by the collective bargaining agreement required to respond for emergency overtime as set forth in this Article X or Article XXVII shall receive a meal allowance of \$10 per meal not to exceed \$30 in a single day. The number of meals shall be determined by the amount of time worked during the emergency.

ARTICLE XI
VACATIONS

A. All permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods of a leave of absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned credit for vacation leave. Vacations with pay shall be granted to employees as follows:

From commencement of work to December 31st of the year of appointment:

An employee shall accumulate one (1) day a month after the first two (2) months of employment, but said vacation days or pay does not vest until the employee has been employed has received permanent status.

1 year through 5 years.....	10 working days
Upon completion of 5 th year.....	15 working days
Upon completion of 10 th year.....	20 working days
Upon completion of the 15 th year.....	22 working days
Upon completion of 20 th year.....	25 working days

All new employees hired on or after January 1, 2013 shall be covered by the following

vacation schedule:

1 year through 6 years.....10 working days
7 years through 15 years..... 15 working days
16 years and thereafter.....20 working days
for calendar year 2018 only.

Effective January 1, 2019, all employees hired on or after January 1, 2013 shall be covered by the following vacation schedule:

1 year through 5 years.....10 working days
Upon completion of 5 years 15 working days
Upon completion of 10 years 20 working days

Effective upon the execution of a new collective bargaining agreement, vacation days shall commence at 12:01 AM on the vacation day(s) in question.

Requests for vacation leave between November 1st and April 1st must follow these procedures:

a. Two (2) employees per week can be out on vacation leave with a maximum of seven (7) consecutive work days vacation leave for each employee during the period above. Said two (2) employees shall not be subject to call-back or emergencies unless a State of Emergency is declared by the Governor, Mayor, Emergency Management Coordinator for New Jersey and/or Somerset County and/or Hillsborough Township.

b. Up to four (4) employees may be allowed off on vacation leave on any day during the period above, but shall be responsible for recall/call-back emergencies if such occur(s) on their vacation day(s). Failure to appear while on said vacation leave during the period above shall subject the employee to the following discipline:

- (1) 1st failure to appear – five (5) working days suspension
- (2) 2nd failure to appear – termination

The discipline (1st and 2nd failure to appear) shall only cover the period above; if the employee only has one (1) failure during the period and then a second (2nd) failure during a new period, the second (2nd) failure shall be considered a first (1st) failure in the new season. If the employee produces a doctor's note as to a failure to appear that the Township believes to be justified, then the discipline shall not be imposed.

The provisions herein shall be modified to take into account the following:

“If a senior man elects his vacation and agrees that he will be available for call outs during his vacation period, he shall not occupy one (1) of the slots in §A(b) herein and his no call-in slot shall be available to the next junior man. Single day vacation requests can be considered as part of the time off request eligibility/approval under §A(a) and/or §A(b) herein.”

c. In addition, at the sole discretion of the DPW Director and/or Parks Director, whichever is applicable, a third (3rd) employee may be allowed a vacation leave, during the period of November 1st and April 1st, for a maximum of seven (7) consecutive work days vacation leave based on seniority.

d. Employees may be permitted, at the sole discretion of the DPW Director or Parks Director, to take more than seven (7) days vacation leave during November 1st through April 1st time period. No more than seven (7) work days may be taken consecutively.

B. An employee shall receive vacation time in accordance with the anniversary date in any calendar, regardless of when during the year the anniversary falls. If an employee leaves the employ of the Township in a year in which he changes steps in the vacation schedule, but prior to reaching his anniversary date, any extra vacation time taken but not yet earned will be owed to the Township and his pay will be adjusted accordingly. The rate of vacation pay for employees shall be the employee's regular straight time rate of pay in effect for the employee's regular job and the pay day immediately preceding the employee's vacation.

C. All vacations must be taken during the current year and may not be accumulated. However, if an employee is unable to utilize his full vacation entitlement because of needs of the Township, and with the written approval of the Township Administrator, the employee shall be permitted to carry over a maximum of five (5) unused vacation days into the following year. The unused vacation carry-over must be taken during the year of carry-over or it will be forfeited.

D. All earned vacation credits which are not used due to retirement, retirement due to disability, or death shall be paid to the employee or his next-of-kin on the retirement, disability retirement, or death of the employee.

E. All vacations must be scheduled and approved by the Township's electronic scheduling program. It is his/her responsibility to schedule individual vacations so that the activities of the Township may be carried out without interruption or inconvenience. Employees with seniority within the Township will be given first preference in assignments of vacations insofar as possible depending upon the departments in which the employee is working and the needs of the Township. In order to exercise seniority in vacation selection, all blocks of time or individual days must be scheduled between January 1st and March 1st. After March 1st, vacation time shall be scheduled on a first come basis.

F. In the event an employee has used vacation which was not earned, at the time of his resignation or termination, the Township shall be reimbursed for said unearned vacations days.

G. Pay in lieu of vacation will not be granted by the Township.

H. When an employee is out due to illness and has no accumulated sick leave to cover such

illness, he may apply any unused vacation leave to cover said lost days due to illness.

I. Employees called back to work while on vacation shall receive pay at the rate of one and one-half (1 ½) times the employee's regular time for the period worked and another vacation day will be scheduled in accordance with the normal terms of the within policy.

ARTICLE XII

HOLIDAYS

A. There shall be fourteen (14) paid holidays during the term of this Agreement. The following days will be recognized as holidays under this Agreement:

New Year's Day	Columbus Day
Dr. Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day preceding Christmas Day
Independence Day	Christmas Day
Labor Day	Juneteenth

Employees covered by this Agreement shall be entitled to one (1) Floating Holiday in lieu of General Election Day.

B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday unless the employee regularly works on a Saturday.

C. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday unless the employee regularly works on a Sunday.

D. Whenever a holiday falls during the time an employee is on a paid sick leave that day will not be charged against his sick leave.

E. Employees who are on leave of absence without pay will not be eligible for holiday pay.

F. In order to qualify for holiday pay, employees must work their scheduled work day immediately preceding and scheduled work day immediately following the holiday or holiday weekends unless on excused absence.

G. All authorized work performed on a holiday shall be paid for at double time the employee's regular time plus that holiday pay to which the employee is entitled.

H. If the President of the United States declares a national holiday or a national day of mourning, public works employees shall either be entitled to the holiday off or holiday pay at the Township's discretion.

I. Employees entitled to a Floating Holiday shall use such in the same manner as vacation leave; however, they shall not be permitted to carry such over from year to year.

ARTICLE XIII

LONGEVITY

A. All full-time Township employees, in addition to the annual salary, shall be paid with their base pay during each pay period longevity payments based upon the following scale:

<u>Years Completed</u>	<u>Percentage of Base Salary</u>
Upon completion of 5 years.....	2% of base salary
Upon completion of 10 years.....	4% of base salary
Upon completion of 15 years.....	6% of base salary
Upon completion of 20 years.....	8% of base salary

B. There is hereby established a new longevity schedule for employees hired after May 23, 1995 as follows:

<u>Years Completed</u>	<u>Percentage of Base Salary</u>
Upon completion of 5 years.....	1% of base salary
Upon completion of 10 years.....	2% of base salary
Upon completion of 15 years.....	3% of base salary
Upon completion of 20 years.....	4% of base salary

C. All employees hired after January 1, 2013 shall not be entitled to longevity.

ARTICLE XIV

PERSONAL LEAVE

A. In regard to personal leave, the following regulations apply:

1. All personal days must be requested in writing at least two (2) full working days in advance except in cases of emergency.

2. All employees covered by this Agreement shall be eligible for four (4) days personal leave per year, with pay, for personal matters concerning the employees as delineated below.

3. Employees are required to submit a form provided by the Township and said granting of leave shall not interfere with the efficient operation of the Township.

4. One or more of the following categories are eligible reasons for taking personal days:

- a. Death (except as indicated in Article XXI).
- b. Court orders.
- c. Religious observances.
- d. Personal affairs of a non-recreational nature and personal affairs or professional affairs which cannot be carried out after scheduled work hours.

B. Personal leave shall not be accumulated from year to year.

C. If an employee received written approval for a non-emergency personal day and prior to it being taken, the DPW Superintendent or Parks Supervisor or their designee(s) rescinds such approval and the employee is then unable to use that rescinded day during the calendar year in question, the employee will be allowed to carry over that one (1) day into the following calendar year for use. If said carry over day is not used during the following calendar year, it will be lost.

ARTICLE XV

HEALTH BENEFITS

A. The Township shall provide to each member covered under this Agreement full coverage as currently in existence. Coverage shall be extended to the entire family of the employee, including spouse, and all unmarried and unemancipated children, whether naturally borne or adopted and any step-children, who have not yet attained the age of twenty-six (26) years, and are actually members of the employee's immediate household.

B. Deductions and co-pays under NJSHBP are subject to the SHBC and are outside the jurisdiction of these negotiations and members of the bargaining unit shall be bound by such.

C. Effective January 1, 2004, a voluntary "opt-out/opt-down" plan for dual coverage employees shall be established for health and dental insurance with the employee receiving twenty-five (25%) percent of the applicable premium for such voluntary opt-out or \$5,000.00, whichever is less. Any employee who opts out in accordance with this Article shall be given the opportunity to re-enroll during the open enrollment period and to automatically re-enroll if their spouse's coverage is terminated. Prior to allowing an employee to opt-out, the employee must show proof of alternate insurance coverage. An employee who opts out for a period less than a full year shall be entitled to receive a pro-rata share of the applicable premium.

D. The Township reserves the right to change insurance carriers and/or self-insurance so

long as substantially similar benefits are provided.

E. Effective June 28, 2011, each bargaining unit member shall pay the applicable health insurance premium contributions under the provisions of P.L. 2011, c. 78. This shall also apply to retirees as permitted under the law.

F. The Township shall reimburse costs and expenses incurred by bargaining unit members for certain health and benefit related services in accordance with the following guidelines:

- (1) Dental: Any expenses incurred by the Employee or his/her dependent(s) for dental care or dental insurance premiums are eligible for reimbursement.
- (2) Disability Insurance: An employee may elect to purchase a disability insurance policy. Premium costs are eligible for reimbursement.
- (3) Physical Examination: An employee or his/her dependent(s) may be reimbursed for expenses associated with a routine physical examination not covered by their insurance.
- (4) Optical: Any expenses incurred by the employee and/or his/her dependent(s) for optical care are eligible for reimbursement.
- (5) Prescription: The employee and/or his/her dependent(s) are eligible for reimbursement of medical prescriptions.
- (6) Other medical treatment: Any expenses incurred by the employee and/or his/her dependent(s) for any physician-prescribed medical treatment, including but not limited to: hearing aids, chiropractor, acupuncture and dermatologist.
- (7) Chapter 78 Contributions: The employee may use some or all of the amount in §I below to reimburse the Township for some of the employee's health insurance contributions pursuant to P.L. 2011, c. 78. No such reimbursement shall occur without a signed written acknowledgment by the employee of same with the exact amount of the contribution contained therein to the maximum amount under §I below.

G. Each individual bargaining unit member shall be entitled to a maximum annual cafeteria plan allowance of Seven Hundred (\$700.00) Dollars for 2022 for any and/or all of the services listed above. In 2023, that maximum annual cafeteria plan allowance shall be Eight Hundred (\$800.00) Dollars for any and/or all of the services listed above. In 2024, that maximum cafeteria

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allowance shall be Nine Hundred (\$900.00) Dollars for any and/or all of the services listed above. In 2025, that maximum annual cafeteria plan allowance shall be One Thousand (\$1,000.00) Dollars for any and/or all of the services listed above. No individual bargaining unit member shall exceed the annual maximum nor shall any maximum be combined with any other annual maximum.

- H. Employees hired on or subsequent to September 1 of any year covered by this Agreement shall not be eligible for cafeteria plan benefits for the calendar year in which the employee(s) is (are) hired, but shall be eligible effective the January 1 of the following calendar year. All permanent employees, as defined in this Agreement, are eligible for these benefits.
- I. Reimbursement shall also only be made after the successful completion of the employee's probationary period; however, expenses incurred during the employee's probationary period will still be eligible for reimbursement after the probationary period.
- J. To receive reimbursement, eligible costs for reimbursement must be incurred while the employee is actively employed by the Township and not on any leave of any kind.

ARTICLE XVI

REST PERIODS

- A. Employees within this bargaining unit may take two (2) coffee breaks (one (1) in the morning and one (1) in the afternoon) of not more than fifteen (15) minutes each for each day of work at times scheduled by the applicable Superintendent/Director or designee.
- B. A rest period may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.
- C. Employees may take a coffee break of not more than fifteen (15) minutes after working more than three (3) hours during an emergency situation.
- D. Breaks shall not be combined to produce a longer meal period or taken before or after the meal period nor may breaks be used to shorten the actual period in which the work is occurring or could occur.

ARTICLE XVII

SICK LEAVE

- A. Sick leave shall be defined as an absence of an employee from post or duty because of

illness, accident, or exposure to contagious disease. An employee shall not be eligible for sick leave under this Agreement if the accident or injury occurs while the employee is being employed by a company or organization other than the Township of Hillsborough. Sick leave may be taken for illness of a member of the immediate family which is understood to mean spouse, children, or parent.

B. Regular, permanent (including probationary) full time salaried employees of the Township shall be eligible to accumulate sick leave on the basis of one (1) day for each month worked, to a maximum of twelve (12) days per year. In the first year of employment, employees shall be entitled to two (2) days of sick leave after they have worked for two (2) months and one (1) day of sick leave for each month thereafter. Sick leave credit shall not accumulate while an employee is on leave whether with or without pay. Part-time, temporary and seasonal employees shall be only permitted to sick leave pursuant to State law if eligible.

C. The Township may require proof of illness from the employee on sick leave where such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In cases where illness is of a recurring or chronic nature, causing recurring absences of one (1) day or less, the Township reserves the right to require competent medical evidence at the Township expense to be submitted prior to the reinstatement of said employee and also reserves the right to have the employee examined by the Township physician before returning to duty.

D. NOTIFICATION

1. All absences due to illness or disability shall be reported immediately by or for the employees to the Township Administrator or the department head, or his designee, with the indication of the expected duration of such illness or disability. An employee shall notify his immediate supervisor no later than one-half (1/2) hour prior to the start of the regularly scheduled shift that the employee is going on sick leave.

2. Failure to report absences on the part of any employee shall be cause for disciplinary action and may result in the employee's pay being docked for the day.

3. If an employee is unable to report such illness, a relative or other responsible person shall notify the Township of all pertinent facts.

4. Members of the Township covered by this Agreement, when sick or injured, shall be responsible for notifying their supervisors as to their place of confinement or any subsequent change in their place of confinement. If unable to report such, a relative or other responsible person shall notify the Department with all pertinent facts.

E. Sick days are not accumulated in advance of time earned. Sick leave not used in a calendar year shall accumulate into the following year, but no payment shall be made upon employee termination or at any time for unused sick leave which the employee has accumulated, except as hereinafter set forth.

F. When an absence due to illness or injury does not exceed three (3) consecutive days, normally the employee's statement of the cause will be accepted without a supporting statement

by the attending physician. Any absence due to illness or injury in excess of three (3) consecutive days may, in the discretion of the Township Administrator, department head, or their designee, require a written statement from the attending physician. The Township also reserves the right to require the employee to be examined by the Township physician and certified as fit for duty before returning to work.

G. An absence due to illness on a Monday or a Friday or the day preceding or following a paid holiday may require written statement from the attending physician where the Township has previously notified the employee of such requirement. Except as otherwise provided by law, any employee covered by this Agreement who shall be absent from duty without just cause or leave of absence for the continuous period of five (5) days, shall cease to be an employee of the Township.

H. No employee, while on sick leave from the Township, shall be elsewhere or otherwise employed or engaged in any outside work or employment whatsoever.

I. The Township may, at its discretion, schedule medical examinations for all Township employees annually, or more frequently, if the Township deems it necessary.

J. Employees shall be permitted to accumulate unused sick leave during an employee's tenure for purposes of receiving terminal pay at time of retirement, resignation and/or layoff, not termination for cause. Upon any employee leaving Township service as denoted above, any accumulated sick leave shall be paid to the employee based on the rate of one (1) day's compensation for each three (3) days of accumulated sick leave to a maximum of Seven Thousand Five Hundred (\$7,500.00) Dollars. If an employee dies prior to his leaving service, the accumulated sick leave benefits due him shall be paid to his estate at the same rate calculations as if the employee had retired. Employees must be "vested" in order to be eligible, which is defined as at least ten (10) years of continuous service to the Township. For all employees hired on or after January 1, 2013, vesting eligibility shall occur after twenty-five (25) years of continuous service with the Township.

K. Employees who at the end of the calendar year have not utilized any sick days during the preceding twelve (12) calendar months will receive a cash payment in January of One Hundred (\$100.00) Dollars; this shall be increased to Two Hundred Fifty (\$250.00) Dollars, effective January 1, 2019. Those employees who have utilized three (3) or less days during the same time will receive a Fifty (\$50.00) Dollars cash payment; this shall be increased to One Hundred Twenty-Five (\$125.00) Dollars, effective January 1, 2019.

L. Once all accumulated sick leave has been used for a sickness, the employee may apply any unused vacation leave to cover such sickness.

M. If an employee sustains a work related illness, he/she will be continued without loss of pay for a maximum of one (1) year from the date of the disability. An employee will be eligible for such leave of absence if it is due to a job illness as defined in the New Jersey Workers Compensation Law. Payments which an employee receives pursuant to provisions of the Workers Compensation Law or temporary disability laws shall either be remitted to the

Township or used as an offset to full salary payments.

N. Members of the Township who absent themselves in an improper manner shall be subject to disciplinary action being preferred against them, up to and including termination.

O. Employees covered by this Agreement, under certain qualifications, will be entitled to receive a physical provided for the Township. Persons over the age of forty (40) will be entitled to receive one (1) physical per year paid for by the Township. Employees under the age of forty (40) will be able to receive one (1) paid physical every three (3) years. To be eligible for such physicals, employees must have such physical performed by the Township designated physician and must be cleared by the Township Administrator prior to the physical taking place. In addition, no other person, other than the employee, will be entitled to such physical and only while in the employ of the Township. Said request for physical must be in writing to the Township Administrator in order to be eligible to receive approval for such.

ARTICLE XVIII

OCCUPATIONAL INJURY

A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury as defined in New Jersey Workers' Compensation Law, will be reimbursed to the date of the injury, when substantiated by the Township physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workers' Compensation paid under the New Jersey Workers' Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one (1) year from the date of injury.

B. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

ARTICLE XIX

NON-PAID LEAVES OF ABSENCE

A. All leaves of absence without pay shall be at the sole, non-grievable discretion of the Township Committee.

B. Employees returning from authorized leaves of absence as set forth above will be

restored to their original classification at the then appropriate rate of pay, with seniority continued retroactively, exclusive of the period of absence, and no loss of other employee right, privileges, or benefits, provided, however, sick leave, vacation leave, holiday pay and longevity shall not accrue.

ARTICLE XX

JURY LEAVE

A. Any permanent full-time employee covered by this Agreement who is required to serve on a jury shall be granted a leave of absence with pay to serve on said jury. During the time that he is serving on said jury, the employee shall receive his pay from the Township. The amount of pay paid by the Township shall be the difference between full pay and jury pay. The employee shall be paid only for actual time required to serve on jury duty, and, if there are times the employee is not scheduled for jury duty, then he must report for work. If excused before 11:00AM for that day, the employee shall report for work.

B. All requests for jury leave must be filed with the department head within three (3) days from receipt of the summons. Certification of jury service following jury duty shall be submitted to the department head and placed in the employee's Personnel History file.

ARTICLE XXI

BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the date of the funeral, whichever the employee chooses, for a period not to exceed five (5) consecutive working days (which includes either the day of death or the day of the funeral).
- B. The term "immediate family" includes spouse, parent and sibling of spouse, domestic partner, civil union partner, daughter, son, father, mother, brother, sister, grandchild, mother-in-law, father-in-law, step-father, step-mother, step-brother, step-sister, step-child or relative who is regularly living in the employee's household.
- C. All employees covered by this Agreement shall be entitled to one (1) work day leave without loss in pay to attend the funeral of anyone in the "non-immediate family". For the purpose of this article, the term "non-immediate family" is defined to mean employee's aunt, uncle, niece, nephew, and employee's or spouse's grandparent.
- D. But in no event shall employees be paid for more than eight (8) hours in any one work day and such bereavement leave pay shall be at employee's regular rate. Proof of death shall be submitted by employee to Township to qualify. If a

member of the employee's immediate family is buried outside the State of New Jersey and the employee attends said funeral, then the employee will receive one (1) day's additional consecutive paid working day in addition to the provisions of §A above.

- E. It is the intention of this Article that an employee will suffer no loss of regular pay for the time period specified above. In the event that the employee is already receiving payment in the form of vacation pay or other compensation from the Township, bereavement leave will supersede.

ARTICLE XXII

MILITARY LEAVE

- A. Any full-time employee covered by this Agreement who is a member of the United States Reserves, or a State National Guard and is required to engage in annual active duty training, shall be granted a leave of absence in accordance with applicable State Law.
- B. The employee shall be entitled to be paid the difference between his regular Township salary and his military pay, if the military pay is less than his regular base Township pay for the period of military leave.
- C. Such leave shall not exceed fifteen (15) consecutive days of training.

ARTICLE XXIII

BULLETIN BOARDS

- A. The Township shall provide a bulletin board in the Blue Collar area for the purposes of Union business.
- B. Notice of Union meetings, official Union business, Union social, recreational and educational events shall be the material posted by the Union. A seniority list of employees covered under this contract shall also be posted. Such notices shall be signed by a Union officer prior to posting and must be on Union letterhead. No notices of a political nature or notices disrespectful to the Township or officials of the Township shall be posted on said bulletin boards.

ARTICLE XXIV

UNION REPRESENTATIVES

- A. A representative of the Union shall be admitted to the premises of the Township.

B. The Township recognizes and shall deal with the accredited Union President or his designee in all matters relating to grievances and interpretation of this Agreement.

C. A written list of the Union Officials and Stewards shall be furnished to the Township immediately after their designation and the Union shall notify the Township promptly of any changes of such Union Stewards or Officials. In either case, both notifications shall be in writing.

D. The Township agrees to recognize a maximum of two (2) Stewards selected by the Union. The Union President or his designee shall be granted a reasonable amount of time during regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township and the investigation and presentation of grievances in accordance with the provisions of the Agreement. Both parties agree that if it is necessary for the President or his designee, to perform any of such duties during his work time, the President, or designee, shall be released from work by his supervisor when it is convenient to the Township and only to the extent necessary to make the investigation and for conferring with the Township representative. Neither the President nor his designee shall leave their work without first obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

E. The President or designee is authorized to investigate, present, and process grievances on or off the premises, provided such activity is not disruptive of any work in which he is engaged and subject to the necessity of maintaining his schedule and not disrupting the schedule or manpower of any other member of the bargaining unit who may be involved in the grievance.

F. Any settlement of a grievance by the President or designee and the employee's supervisor involved in the dispute shall be reviewable by the Township and the Union at the request of either and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

ARTICLE XXV

ACCESS TO PERSONNEL FILE

A. An employee shall within five (5) working days of a written request to the Personnel Department, have an opportunity to review their personal folder in the presence of an appropriate official of the Personnel Department or its designee to examine any criticism, commendation or any evaluation of his work performance or conduct prepared by the Township during the term of this Agreement. They shall be allowed to place in such a file a response of reasonable length to anything contained therein.

B. The contents of the employee's personal history file shall not be made public unless required in disciplinary proceedings, by court order or by subpoena process in a judicial proceeding or as otherwise required by law.

C. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the contents of the evaluation unless such agreement is stated thereon.

D. The contents of a written evaluation of an employee shall not be subject to the grievance procedure, but said employee may confer with the Personnel Committee of the Township Committee and any determination by said Personnel Committee shall be non-grievable.

E. The Township shall maintain only one (1) set of personnel records and it shall be maintained by the Township Clerk.

F. Before any disciplinary action is placed in an employee's personnel, said employee shall be notified of such action in the presence of a Union Steward or President if the employee so desires.

G. The Union Shop Steward shall receive a copy of all disciplinary letters placed in an employee's personnel file.

ARTICLE XXVI

RULES AND REGULATIONS

A. Copies of all Rules and Regulations shall be posted on the bulletin board.

B. Where any rules, regulations or policies are in conflict with the express provisions of this Agreement, then the express provisions of this Agreement shall govern.

ARTICLE XXVII

EMERGENCY

A. In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy.

B. The determination as to what conditions constitute an emergency will be at the discretion of the President, the Governor or the Mayor and/or their designees and will not be subject to the grievance procedure.

C. Use of a pager system will be put in place in case of emergency situations.

ARTICLE XXVIII

LATENESS AND ABSENCE

- A. Employees have the responsibility to notify their supervisors prior to the beginning of their assigned shift if they are to be tardy or absent. A supervisor may be notified using the voicemail system. If, for some reason, the employee is unable to call prior to the beginning of his/her shift, he/she must make notification within the first one-half (1/2) hour of his/her assigned shift to advise them of the fact.
- B. If an employee fails to notify said supervisor that he/she is tardy or absent, he/she shall be subject to discipline and/or the loss of pay for the period of time during which he/she is either tardy or absent.

ARTICLE XXIX

MEMBERSHIP PACKETS

- A. The Union may supply kits or packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the Township and the Union.
- B. The Union agrees to distribute such membership kits or packets to new employees during the initial phase of employment but only during non-working hours.

ARTICLE XXX

WORK UNIFORMS

- A. (1) The Township will annually supply to all Blue Collar Workers new uniforms which shall consist of the following:

- 7 Shirts
- 7 Pair Pants
- 5 t-shirts
- 2 Coveralls (one (1) could be insulated)
- 1 Knit Hat
- 1 Pair Rubber Boots
- 2 Pair safety shoes per year (see safety shoe allowance below)
- 1 Pair Rain Gear
- 1 Pair Gloves (more if needed at the discretion of the DPW Director)
- 1 Vest
- 1 Hooded Sweatshirt

- 2 Jackets
- 1 Pair Winter Gloves (more if needed at the discretion of the DPW Director)

Effective 2019, the uniforms shall be provided on or before June 1 of each year.

(2) The Township will annually provide a safety shoe allowance of \$325.00/year/employee less all applicable deductions. Said payment shall be made in full in the first (1st) pay of each year.

B. The Township will annually provide a uniform cleaning allowance as follows:

2022-2025.....\$400.00/employee

C. New employees will begin receiving uniform cleaning allowance upon completion of the probationary period. Employees will receive the uniform cleaning allowance in quarterly installments. Quarterly installments will be paid during the first (1st) pay period in January, April, July and October. Said payments shall be less all applicable deductions.

D. The Township will provide eye and ear protection.

E. The Township will provide first aid/eye wash kits, fire extinguishers and hand wash in trucks.

F. The Township agrees to replace all uniforms that are worn out or damaged beyond repair during the course of duty if the road supervisor deems it necessary. In order to receive a replacement uniform, the employee must turn in the old/damaged beyond repair uniform to the Township.

G. Employees leaving the Township's employment within six (6) months of receipt of the annual uniform supply will be required to return that year's uniform supply in good condition. Such uniforms may be used for reassignment in a following year when agreeable to the Township and the Union.

H. Bargaining unit members shall be required to wear the current year's uniform on a daily basis. Said uniforms that are purchased pursuant to this Article must be sufficient to provide clothing for the week. There should be no excuse not to wear the current year's uniform on a daily basis.

ARTICLE XXXI

CALL-BACK TIME

A. Any full time employee who is called back to work, which is not contiguous to their regular shift, shall be guaranteed a minimum of two (2) hours at time and one-half (1 ½) pay. Such employee shall be required to work all hours, in addition to the two (2) hour minimum

guarantee, which are required by the employees' supervisor.

B. When an employee is required to work more than four (4) hours past the normal work day, he/she shall be entitled to a one-half (1/2) hour non-paid break.

C. Employees with excused absences (sick, personal, vacation) (as modified in Article XI above) can not be called back to work, except as defined in this Agreement. In a situation where an employee called back to work is out on a sick leave, the Township may require proof of illness as more specifically set forth in Article XVII (C) of the within Collective Bargaining Agreement.

ARTICLE XXXII

WAGES

A. The Township will pay each employee on the 15th and 30th of each month. Payroll shall be calculated at 1/24th of the annual salary in each year which this Agreement covers. (See Article XXXII, Section F and Article X Overtime) Overtime earned in any one pay period will be paid at the next pay period. Wages shall increase 2.5% each year on January 1 during the applicable period of the contract in the amount of 2.5%.

B. The following eight (9) categories of employees, as amended below, are utilized for the purpose of computing wages for the life of this Agreement:

1. Public Works Worker I through IV
2. Equipment Operator I
3. Equipment Operator II
4. Mechanic I or Welder I
5. Mechanic II or Welder II
6. Senior Mechanic
7. Journeyman Electric I
8. Journeyman Electric II
9. Arborist or Sign Shop Operator

In the event the Township desires to hire a new employee or employees who will be covered by the collective bargaining agreement, the Township may hire new employees in any of the first 3 steps categories of employee set forth herein.

C. Wages for employees of the Public Works Department shall be as follows:

2022 BLUE COLLAR CONTRACT SALARIES

TITLE	2022	2023	2024	2025
Public Works	\$60,323	\$61,831	\$63,377	\$64,962

2022 BLUE COLLAR CONTRACT SALARIES

TITLE	2022	2023	2024	2025
Public Works Worker IV	\$60,323	\$61,831	\$63,377	\$64,962
Public Works Worker III	\$47,567	\$48,756	\$49,975	\$51,225
Public Works Worker II	\$43,585	\$44,675	\$45,792	\$46,936
Public Works Worker I	\$36,326	\$37,234	\$38,165	\$39,119
Mechanic I or Welder I	\$63,253	\$64,834	\$66,455	\$68,116
Equipment Operator I	\$63,253	\$64,834	\$66,455	\$68,116
Journeyman Electric I	\$63,253	\$64,834	\$66,455	\$68,116
Mechanic II or Welder II	\$70,225	\$71,980	\$73,780	\$75,624
Equipment Operator II	\$69,417	\$71,153	\$72,931	\$74,755
Journeyman Electric II	\$70,225	\$71,980	\$73,780	\$75,624
Arborist or Sign Shop Operator	\$63,253	\$64,834	\$66,455	\$68,116

SENIOR MECHANICS: All Senior Mechanics shall receive One Thousand (\$1,000.00) Dollars in addition to their regular pay per year at the discretion of the Public Works Director.

Initial hires promoted to the position of Journeyman Electric shall start as Journeyman Electric 1 and serve a ninety (90) day probationary period in said position. At the completion of a twelve (12) month period from the initial appointment, the employee shall move to Journeyman Electric 2. Appointment to this position will be through the process contained in Article VIII, Seniority, Promotions, Job Vacancies and Transfers, §B(2) of this Agreement.


D. Merit Increases

1. Bargaining unit employees are eligible to be considered for a performance pay (merit pay) increase each year of this Agreement, commencing January 1, 2016 going forward, if the majority of the annual employee's overall evaluation review is "outstanding" in 6 out of eleven categories. The Performance Rating Scale is:

Performance Rating Scale

Performance Ratings: 5 = Outstanding

4 = Exceeds Requirements

4/12/23


Worker IV Public Works	\$47,567	\$48,756	\$49,975	\$51,225
Worker III Public Works	\$43,585	\$44,675	\$45,792	\$46,936
Worker II Public Works	\$36,326	\$37,234	\$38,165	\$39,119
Worker I Mechanic I or Welder I	\$63,253	\$64,834	\$66,455	\$68,116
Equipment Operator I	\$63,253	\$64,834	\$66,455	\$68,116
Journeyman Electric I	\$63,253	\$64,834	\$66,455	\$68,116
Mechanic II or Welder II	\$70,225	\$71,980	\$73,780	\$75,624
Equipment Operator II	\$69,417	\$71,153	\$72,931	\$74,755
Journeyman Electric II	\$70,225	\$71,980	\$73,780	\$75,624
Arborist or Sign Shop Operator	\$59,012	\$60,488	\$62,000	\$63,550

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Performance Rating Scale

Performance Ratings: 5 = Outstanding

4 = Exceeds Requirements

DB

3 = Meets Requirements

2 = Needs Improvement

1 = Unsatisfactory

2. The DPW/Parks Department Heads and applicable Supervisors will make recommendations for merit increases based upon the annual evaluations of employees in their respective departments. All of these supervisory personnel shall consider the following while conducting an annual evaluation:

(a) Goals and Objectives:

1. Quarterly Accomplishments
2. Mid-Year Appraisals
3. Final Appraisal

(b) Materials accumulated within year in review:

1. Letters
2. Commendations
3. Other pertinent materials

3. A Compensation Committee consisting of the Township Administrator, DPW Department Head and Parks Department Head and Supervisors with bargaining unit representation will consider all recommended personnel annually. A decision will be made by the Compensation Committee to grant or not to grant employees a merit increase. Said merit increases shall be tiered. Of the top five (5) recommended employees, each shall receive a merit increase of One Thousand Seven Hundred Fifty (\$1,750.00) Dollars per employee; the next three (3) recommended employees shall receive a merit increase of Eight Hundred (\$800.00) Dollars per employee and the remaining eligible members shall receive a merit increase of Two Hundred Fifty (\$250.00) Dollars per employee.
4. These recommended employees will automatically receive the merit increase.
5. Decisions of the Compensation Committee shall not be grievable.
6. Nothing in this Article (plan) prohibits the Township Committee from awarding annual merit increases to other bargaining unit members, based upon the recommendations of the Compensation Committee and/or the Township Administrator.
7. Recommendations and personnel evaluations must be completed by the DPW/Parks Department Heads and Supervisors by November 30th of each year. All other decisions must be made by December 31st of each year.
8. Employees who believe that they are unfairly passed over for recommendation by the DPW/Parks Department Heads will be entitled to a hearing before the Township

Administrator in a process mutually agreed upon by the Union and the Township Administrator to seek a recommendation for consideration by the Compensation Committee.

9. For purposes of determining merit raises only pursuant to this Section, the Township has established the following salary ranges to allow for possible merit increases. Otherwise, there is no salary guide for bargaining unit members. The merit range salary guides for calendar year 2022 through 2025 are as follows:

<u>Title</u>	<u>2022</u>	
	<u>From</u>	<u>To</u>
PUBLIC WORKS WORKER IV	\$60,323	\$62,123
PUBLIC WORKS WORKER III	\$47,567	\$49,367
PUBLIC WORKS WORKER II	\$43,585	\$45,385
PUBLIC WORKS WORKER I	\$36,326	\$38,126
MECHANIC I OR WELDER I	\$63,253	\$65,053
EQUIPMENT OPERATOR I	\$63,253	\$65,053
JOURNEYMAN ELECTRIC I	\$63,253	\$65,053
MECHANIC II OR WELDER II	\$70,225	\$72,025
EQUIPMENT OPERATOR II	\$69,417	\$71,217
JOURNEYMAN ELECTRIC II	\$70,225	\$72,025
ARBORIST OR SIGN SHOP OPER	\$59,012	\$60,812

<u>Title</u>	<u>2023</u>	
	<u>From</u>	<u>To</u>
PUBLIC WORKS WORKER IV	\$61,831	\$63,923
PUBLIC WORKS WORKER III	\$48,756	\$51,167
PUBLIC WORKS WORKER II	\$44,675	\$47,185
PUBLIC WORKS WORKER I	\$37,234	\$39,926
MECHANIC I OR WELDER I	\$64,834	\$66,853
EQUIPMENT OPERATOR I	\$64,834	\$66,853
JOURNEYMAN ELECTRIC I	\$64,834	\$66,853
MECHANIC II OR WELDER II	\$71,980	\$73,825
EQUIPMENT OPERATOR II	\$71,153	\$73,017
JOURNEYMAN ELECTRIC II	\$71,980	\$73,825
ARBORIST OR SIGN SHOP OPER	\$60,488	\$62,288

<u>Title</u>	<u>2024</u>	
	<u>From</u>	<u>To</u>
PUBLIC WORKS WORKER IV	\$63,377	\$65,723
PUBLIC WORKS WORKER III	\$49,975	\$52,967
PUBLIC WORKS WORKER II	\$45,792	\$48,985
PUBLIC WORKS WORKER I	\$38,165	\$41,726
MECHANIC I OR WELDER I	\$66,455	\$68,653

EQUIPMENT OPERATOR I	\$66,455	\$68,653
JOURNEYMAN ELECTRIC I	\$66,455	\$68,653
MECHANIC II OR WELDER II	\$73,780	\$75,625
EQUIPMENT OPERATOR II	\$72,931	\$74,817
JOURNEYMAN ELECTRIC II	\$73,780	\$75,625
ARBORIST OR SIGN SHOP OPER	\$62,000	\$63,800

<u>Title</u>	<u>2025</u>	
	<u>From</u>	<u>To</u>
PUBLIC WORKS WORKER IV	\$64,962	\$67,523
PUBLIC WORKS WORKER III	\$51,225	\$54,767
PUBLIC WORKS WORKER II	\$46,936	\$50,785
PUBLIC WORKS WORKER I	\$39,119	\$43,526
MECHANIC I OR WELDER I	\$68,116	\$70,453
EQUIPMENT OPERATOR I	\$68,116	\$70,453
JOURNEYMAN ELECTRIC I	\$68,116	\$70,453
MECHANIC II OR WELDER I	\$75,624	\$77,425
EQUIPMENT OPERATOR II	\$74,755	\$76,617
JOURNEYMAN ELECTRIC II	\$75,624	\$77,425
ARBORIST OR SIGN SHOP OPER	\$63,550	\$65,350

E. Individuals who have not reached the maximum step for either the new Public Works Worker IV or Equipment Operator II or Mechanic II or Journeyman Electric II or Welder II shall receive the yearly salary increase(s) each January; and, on the anniversary date of hire; or, the promotion date of a Public Works Worker to Equipment Operator or Mechanic, they will receive the applicable step increase.

F. All employees covered by this Agreement shall be reimbursed for the cost of the Commercial Drivers License and all subsequent renewals.

G. Beginning November 1st and ending March 31st of the following year, during the term of this Agreement for the period of Friday from 3:31PM to the following Monday at 6:59AM, members of the bargaining unit shall be entitled to the eligible for winter emergency compensation. The program shall be as follows:

(1) Large Truck Driver Regular Group:

- (a) Persons in this group who are eligible for such agree to work all emergency overtime during the period set forth above. The worker assigned to the Municipal Complex on a regular basis is also included in this group. In addition, mechanics and any equipment operators who are called in are also part of this group. If all members of this group attend all emergencies during all the months set forth above, ~~each employee, at their sole option, shall either receive two (2) day's pay and one (1) day off or three (3) days pay. Effective January 1, 2022,~~ said compensation shall be One Thousand five-hundred Dollars (\$1,500.00) and five

(5) days off. If a member of this group is either out sick or unavailable due to an emergency, it will be the responsibility of the Township to find a replacement. If a member of this group is on vacation either Friday or Monday, it will be the responsibility of the employee to advise the DPW Director if the employee will be available for Saturday and/or Sunday work; it will be the responsibility of the Township to find a replacement for the applicable day(s). Any time off must be used between May 1st and the following April 30th or it will be forfeited; any pay to be received will be received in the second (2nd) paycheck in May.

- (b) Employees in this group seeking to switch off of this assignment are solely responsible for finding a replacement, other than for emergency, sick or vacation leave, and coordinating such with all Township officials. The employee seeking a switch off cannot use anyone in this group for that weekend. If an employee switches off more than two (2) times during November through March, he will not be entitled to the pay/time off set forth above.
- (c) The eligible persons for this subsection are Loader Operators and the complex person (shall be the same person assigned each time).

(2) Rotation Groups:

- (a) All other employees in the bargaining unit not covered by the group above shall be assigned to work winter emergencies by seniority in the Township. Each group will be assigned to a weekend on a rotating basis and assigned group drivers must report when called, except as noted below. All personnel in the rotation group ~~will gain either one (1) day off and one (1) day's pay or two (2) day's pay, at the sole option of the employee, if there is~~ with one hundred (100%) percent attendance when called during the rotation period ~~shall be compensated five (5) days off. Effective January 1, 2019, compensation shall be changed to five (5) days off.~~ The time frame for taking time off and/or getting paid shall be the same as in Section 1(a) above.
- ~~(b) Loader Operators (actually holding the title), if coming in on a rotational schedule, will be eligible for the same pay/time off and the complex person (who shall be the same person each time) will also be in the rotation group and eligible for the same pay/time off as set forth in Section 2(a) above if all members of the rotating group, not just mechanics and equipment operators.~~
- (c) If an eligible employee misses two (2) storms, they will not be eligible for the five (5) days off.

- HI. (1) The Township has established a program by which members of this bargaining unit will be eligible to operate equipment under the auspices of the Parks/Public Works Departments in addition to specifically designated Equipment Operators. Under this initial program, any employee interested in participating in this program will be required to sign up within fourteen (14) calendar days after the execution of the

collective bargaining agreement for consideration; otherwise they will be ineligible for the initial program. In the future, the Township will, in its sole discretion, decide whether to open up the program to additional eligibles; however, there shall be no more than one (1) program class conducted in any calendar year.

- (2) If an employee signs up for this program, to be eligible for the compensation portion and to be designated an operator, as set forth below, the employee must successfully pass both a written examination and a practical test on the actual equipment itself. If an employee fails the written examination, he shall not be eligible to take the practical test on the equipment. If an employee fails the practical test on the equipment, he shall not be eligible for the provisions of the compensation portion below or being eligible to operate equipment.
- (3) If an employee passes both aspects of the testing process, he shall be eligible for annual compensation for being able to operate equipment, but the employee shall not be designated an Equipment Operator or receive the compensation set forth in the salary guide of the collective bargaining agreement between Teamsters Local 469 and the Township for Equipment Operator. The Township will establish a pool of monies in the amount of Thirty Thousand (\$30,000.00) Dollars to fund annual stipends, in accordance with the provisions herein, for those who become operators under the program. An employee who becomes an operator and is trained to use all four (4) pieces of equipment and is able to use all four (4) pieces of equipment shall receive an annual stipend not to exceed Three Thousand (\$3,000.00) Dollars per annum (as set forth below). If an employee is able to use two (2) of the four (4) pieces of equipment, he will be eligible to receive an annual stipend not to exceed of One Thousand Five Hundred (\$1,500.00) Dollars per annum (as set forth below).
- (4) In no year shall the Township expend on eligible operators under this program more than Thirty Thousand (\$30,000.00) Dollars. Stipends shall not be made part of the employee's base salary and will be paid twice (2x) a year (one-half (50%) in the first (1st) pay in July and the other half (50%) in the first (1st) pay in December) less all applicable deductions. If an eligible employee drops out of the program or leaves the employee of the Township for any reason whatsoever during a calendar year, he shall only be eligible for a pro-rata share of the stipend. The stipend will be considered as part of the base salary for pension purposes only and not for any other compensation calculation."
- (5) In order to qualify for any stipend under the program set forth in this article **and job descriptions for Arborist and Operator** an employee covered by this agreement must be certified with respect to the equipment. ~~In addition, the title of arborist is added to the positions eligible for a stipend.~~ In order to earn either the \$1500 stipend or the \$3000 stipend an eligible employee (as set forth in the article including passing the written and operational tests) must operate the machinery a minimum of 10 times per year. The Township shall assign certified employees on a rotational basis to the equipment in connection with the program. Certified operators shall be assigned before ~~noncertified operator~~ **operator trainees** are assigned. In the event an operator

~~trainee who is not certified~~ is assigned to operate equipment eligible for the stipends, said employee covered by the collective bargaining agreement shall be paid a \$50 stipend each time they use the equipment.

H. The Township may designate one (1) or more bargaining unit employees, on any work day, as Supervisor of the Day in the absence of one (1) or more of the supervisors in either Parks or DPW or both. Irrespective of any Township ordinance, resolution or decision to the contrary, bargaining unit members of Parks/DPW may supervise DPW or Parks employees on an acting basis. The compensation for Supervisor of the Day shall be Seventy-Five (\$75.00) Dollars per day. Bargaining unit members may be designated for such assignment by the Township Administrator or designee, based on a review of the past appraisals of bargaining unit members and the recommendation of a designation committee to be made up of the DPW/Parks Department Heads, the Township Administrator and two (2) designated members of the Union. However, the ultimate determination shall be that of the Township Administrator. Once an employee is appointed as a Supervisor of the Day, the employee shall be such for the same period that the Supervisor is out (i.e. a Supervisor is out for five (5) days vacation – the Supervisor of the Day designated shall serve as same for the full five (5) day period).

K. The Township and the Union will establish a four (4) member committee (2 for each group) to engage in conversation(s) as to possible new titles and compensation for potential bargaining unit members as needed, though this will not be a part of the negotiations process.

ARTICLE XXXIII

DISABILITY INSURANCE

The Township shall obtain from an insurance company authorized to do business in New Jersey a disability policy of insurance covering each employee and providing disability insurance equal to fifty (50%) percent of the employee's base salary and payable for a term of up to six (6) months, subject to a seven (7) day waiting period. The Township shall pay one hundred (100%) percent of the cost of said policy.

ARTICLE XXXIV

SEPARABILITY AND SAVINGS

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

ARTICLE XXXV

FULLY BARGAINED AGREEMENT

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation.
- B. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matters whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE XXXVI

TERM OF AGREEMENT

- A. This Agreement shall be effective as of the 1st day of January, 2022 and shall remain in full force and effect through the 31st day of December, 2025.
- B. It shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later



than sixty (60) days prior to the anniversary date.

C. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party.

ATTEST:

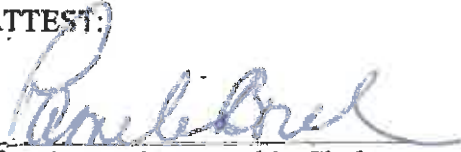
TEAMSTERS LOCAL 469



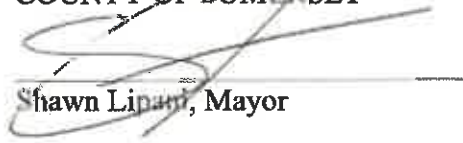
Dated: _____

ATTEST:

TOWNSHIP OF HILLSBOROUGH
COUNTY OF SOMERSET



Pamela Borek, Township Clerk



Shawn Lipari, Mayor

Dated: _____

Dated: _____

APPENDIX A—JOB TITLES

PUBLIC WORKS WORKER I, II, III, IV

EQUIPMENT OPERATOR I

EQUIPMENT OPERATOR II



MECHANIC I

MECHANIC II

WELDER I

WELDER II

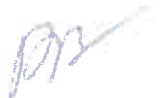
SENIOR MECHANIC

JOURNEYMAN ELECTRIC I

JOURNEYMAN ELECTRIC II

ARBORIST

SIGN SHOP OPERATOR



Memorandum of Agreement

Between the Township of Hillsborough
and Teamsters Local 469

The negotiating Committees for the above captioned parties agree to recommend for ratification the changes to the January 1 2018 through December 31, 2020 Collective Negotiations Agreement between the parties set forth in the numbered paragraphs below:

It is now therefore agreed that:

1. The Collective negotiations agreement between the parties be and is hereby extended for a period of 1 year commencing on January 1, 2021 and ending on December 31, 2021.
2. Article XXXII(c), Wages, shall be amended to reflect a 1.75% increase for all categories of employees set forth therein.
3. The relevant provisions of the parties' January 1 2018 through December 31, 2020 collective negotiations agreement shall be modified consistent with the terms of this MOA; and
4. Any provisions of the parties' January 1 2018 through December 31, 2020 collective negotiations agreement not referenced in this MOA shall remain in full force and effect.
5. This MOA is subject to ratification by the membership of Teamsters local 469.

On behalf of the Township of Hillsborough and on behalf of Teamsters local 469



Anthony Ferrera
Township Administrator



TEAMSTERS LOCAL 469
Ron Nill

7/10/20

