

EVESHAM TOWNSHIP PUBLIC WORKS DEPARTMENT
TEAMSTERS LOCAL NO. 676

AND THE

TOWNSHIP OF EVESHAM

2004, 2005, 2006, 2007

Dated: March 18, 2004

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**ARTICLE I
RECOGNITION OF BARGAINING UNIT**

SECTION 1-1.

The Township of Evesham hereby recognizes Teamsters Local Union No. 676 affiliated with the International Brotherhood of Teamsters, AFL-CIO, as the exclusive representative of the collective negotiations unit known as Department of Public Works.

SECTION 1-2.

It shall be the mutual objective of the Union of the Township to provide for uninterrupted services to the general public. The Union agrees that, during the term of this Agreement, neither the Union, nor anyone acting on its behalf will cause, authorize, support or take part in any threats, sick-outs, strikes, work stoppages, slowdowns, walkouts or other job action against the Township by anyone covered by this Agreement. The Union agrees that such action would constitute a material breach of Agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment.

**ARTICLE II
APPLICABILITY CLASSIFICATIONS**

SECTION 2-1. SCOPE

This Agreement applies to the collective bargaining unit classifications of employees of the Division of Streets and Roads, Shade Tree Division and the Division of Sanitation in the Department of Public Works. The Agreement supersedes all previous Agreements between the parties. Foremen and Supervisors are excluded from this Agreement.

SECTION 2-2. POSITIONS COVERED

The positions covered by this Agreement are as follows:

LABORER
TREE SPECIALIST
DRIVER/OPERATOR
CERTIFIED MECHANIC
MECHANIC
HEAVY EQUIPMENT OPERATOR

**ARTICLE III
DURATION OF AGREEMENT**

SECTION 3-1. TERM

- A. This Agreement shall bind all parties for the period of January 1, 2004, to December 31, 2007. Wage benefits and medical benefits affecting this period January 1, 2004, to the date of the execution of this Agreement are effective retroactively and shall be paid to the extent that present employees were in the employ of the Township during said retroactive period.
- B. All provisions of this Agreement shall be and continue in full force and effect after December 31, 2007, unless and until superseded by a subsequent agreement or terminated as provided in Section 15-9 of this Agreement.

SECTION 3-2. TERMINATION OF AGREEMENT

If any portion of this Agreement shall be declared invalid, it shall not affect the remaining portions of this Agreement, which shall remain in full force and effect; and, to this end, the provisions of this Agreement are hereby declared to be severable. The parties agree to begin renegotiations on the invalid portion within thirty (30) days. This document constitutes the sole and complete agreement between the parties and embodies the terms and conditions governing employment. The employees covered by this Agreement may terminate said Agreement in accordance with PERC regulations.

ARTICLE IV UNION RIGHTS

SECTION 4-1. AGENCY SHOP CLAUSE

It is understood and agreed that the provisions of the Township of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P.L. 1941, C. 100, C. 34"13A 13. et. seq.) are in effect. Any new employee who does not join within thirty (30) days in initial employment with the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments, as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision.

SECTION 4-2. SHOP STEWARD

The Township recognizes the right of the Union to designate a Shop Steward and an alternate from within the Department. The authority of Shop Stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- a. The union shall have the use of a bulletin board on the Township's premises for the posting of notices relating to union meetings and official business only. No other notices shall be posted until it has been submitted to and approved by the Township. Such approval shall not be unreasonably withheld.
- b. The Shop Steward or alternate shall, with the permission of management, not be unreasonably denied access to a telephone to call the Union Hall on official business.

SECTION 4-3. DUES CHECKOFF AND INDEMNIFICATION

- A. Upon receipt of proper written authorization from an employee, the Township shall deduct Union dues, on a pro-rata basis and shall remit the monies collected to the Union not later than the 15th day of each month. The Union agrees to indemnify and hold harmless the Township from any causes of action, claim, loss or damages incurred as a result of this clause.
- B. All deductions under this Section shall be subject to revocation under provisions of General Municipal Law, as amended, by the employees who executed such assignments, upon giving written

notice to that effect. Such notice shall be given to the Township Manager. The Township shall thereafter cease withholding any monies whatsoever under such checkoff authorization.

- C. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The Township or any of its officers and employees shall not be liable for any delay in carrying out such deduction, and upon forwarding a check in payment of such deductions by mail to the assignee's last known address, the Township and its officers and employees shall be released from all liability to the employee-assignors and to the assignee under such assignments. The Union agrees that there shall be no discrimination, intimidation, restraint and coercion by it or its officers, agents or members against any employee who refuses to or fails to execute an authorization card.

SECTION 4-4. UNION ACCESS TO PREMISES

A duly authorized representative of the Union shall be admitted to the premises for the purpose of assisting in the adjustment of grievances, investigation or working conditions and for the investigation of complaints that the contract is being breached. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

SECTION 4-5. UNION MEETINGS

Whenever practicable, negotiation meetings or grievances between representatives of the Township and union representatives shall be scheduled during non-working times of affected employees.

ARTICLE V MANAGEMENT RIGHTS

SECTION 5-1. MANAGEMENT RIGHTS

It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency is solely the responsibility of the Township. Accordingly, the Township retains the right, including but not limited to, the following: select and direct the working forces, including the right to hire, suspend, or discharge for just cause, or otherwise discipline, assign, promote, or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide the number and locale of its facilities, stations, etc.; to determine the work to be performed within the unit, the amount of supervision necessary, methods, schedules of work, and work hours together with the selection, procurement, design, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules in writing which shall not be inconsistent with this Agreement.

SECTION 5-2. TOWNSHIP RULE MAKING

The Township may establish such rules as it deems necessary or desirable provided that such rules are not in conflict with the terms of this Agreement. Such rules **must** be in writing and a copy of such rules **must** be sent promptly to the Union.

SECTION 5-3. SCHEDULING

- A. Wherever practicable, negotiations or the handling of grievances between the Township and the Union shall be scheduled during non-working hours. No union business will be conducted by employees during regular business hours.

B. Any employee refusing an assignment will be dismissed for the day without pay. Refusal of an assignment shall be considered insubordination and will be subject to appropriate disciplinary action. Assignments shall be given immediately prior to the beginning of the workday. Any disagreement with the scheduling or assignment of duties shall not interrupt regular work schedules. If not immediately resolved, the employee may discuss this matter with the Shop Steward as soon as possible.

**ARTICLE VI
WORK WEEK AND PAY PERIOD**

SECTION 6-1. WORK WEEK

The Township shall have the right to determine the hours of work, which include the starting time and ending time and the number of work hours. The work week shall consist of forty (40) paid hours exclusive of unpaid leave or unapproved sick time. Each employee shall be entitled two (2) fifteen (15) minute paid breaks.

SECTION 6-2. PAY PERIOD

Although currently paid weekly, the Township reserves the right to transition the unit to bi-weekly payroll as long as the rest of the Township employees are also transitioned to bi-weekly payroll.

SECTION 6-3. PAY DAY

Paydays shall be each Friday except when that day occurs on a holiday, in which case the pay shall be distributed on the regular workday immediately preceding the holiday. If the Township transitions to bi-weekly pay, payday shall remain Friday but shall occur every other Friday.

**ARTICLE VII
SALARIES AND WAGES**

SECTION 7-1. SALARIES AND WAGES

A. Annual Wage Increase

Members shall receive a 3.8% per year increase during the course of the contract.

B. In addition to the annual cost of living raise in paragraph A, employees are entitled to the adjustments outlined in Appendix A (attached).

SECTION 7-2. OVERTIME

Overtime shall be granted on a strict seniority basis, according to Classification, and shall be paid at 1-½ times the employee's regular hourly rate. An employee must have actually worked or been paid for forty (40) hours in a pay period to be eligible for overtime. A forty (40) hour workweek is exclusive of unapproved sick leave and unpaid leave. Unapproved sick leave means any leave either not previously approved by the Supervisor or documented with an acceptable doctor's certificate. Overtime on a holiday or Sunday shall be paid at double the employee's regular hourly rate.

**ARTICLE VIII
WORK IN OTHER CLASSIFICATIONS**

Employees called upon to work in a higher classification shall receive a minimum of one (1) hour pay at the specified rate. Such upgrade is for the entire time employee is in possession of equipment in upgrade.

A \$2.50 upgrade should apply to all employees hired after 1994 and authorized by management to work in any classification outside of the one they are normally in unless that classification is less than \$2.50 in which case they receive the actual difference.

The Township shall assign employees based upon qualifications and/or special skills within the Division. New Laborers shall be assigned to man trash trucks as the initial assignment and through qualification and special skills, and/or seniority the employee may be called upon to perform other tasks.

ARTICLE IX BENEFITS

SECTION 9-1. HEALTH/DENTAL/DISABILITY BENEFITS

During the term of this contract, the Township shall continue to provide health insurance benefits, prescription plan, dental plan and disability income protection benefits to covered employees at the level of the Aetna Patriot V (or equivalent) plan. The Township will provide health insurance in accordance with above for Aetna Patriot V (or equivalent) for all employees and their legal dependents. Effective, January 1, 2005, an employee who wishes to have Patriot X (or equivalent) the employee can do so but shall be responsible for paying the difference necessary to upgrade from patriot V to patriot X via payroll deduction. The Township reserves the right to change the insurance carriers as long as equal or better benefits are provided. Employees who volunteer to participate in the Township's "Opt-Out" program will receive 50 percent of the total savings to the Township of the cost to ensure that employee and their eligible dependents are covered.

SECTION 9-2. PRESCRIPTION

- The Township shall continue to provide a prescription plan on a deductible basis as follows:
 - \$15.00 – Brand Name/\$5.00 Generic
 - Three (3) Month Plan
 - \$15.00 – Brand Name/\$5.00 – Generic

SECTION 9-3. VISION PLAN

The Township shall continue to provide a vision plan paid in accordance with established policy.

SECTION 9-4. LIFE INSURANCE

The Township shall continue to provide a program of life insurance in favor of all covered employees. Said life insurance shall have a death benefit payable to the beneficiary designated by the employee and shall be in the amount of twenty-five thousand dollars (\$25,000.00)

ARTICLE X LEAVE

SECTION 10-1. VACATION

- A. Employees hired after January 1, 1994 shall be entitled to vacation leave with pay according to the following schedule:
 - a. Employees with 0-5 years of service shall earn eighty (80) hours (10 days) vacation per year.

- b. Beginning the sixth (6th) year to the end of the tenth (10th) year, employees shall receive one hundred twenty (120) hours (15 days) vacation per year.
- c. Beginning the eleventh (11th) year to the end of the fifteenth (15th) year, employees shall receive thirteen point thirty-three (13.33) hours per month (20 days per year).
- d. Beginning the twentieth (20th) year and each year thereafter, employees shall receive two hundred (200) hours (25 days) vacation per year.

B. Any employee covered by this Agreement had hired prior to January 1, 1994, shall be entitled to the following:

- a. employees with 0-5 years of service shall earn ten (10) hours vacation for each month of services (15 days per year).
- b. Beginning the sixth (6th) year to the end of the tenth (10th) year, employees shall receive twelve (12) hours per month (18 days).
- c. Beginning the eleventh (11th) year to the end of the fifteenth (15) year, employees shall receive thirteen point thirty-three (13.33) hours per month (20 days per year).
- d. Beginning the sixteenth (16th) year and each year thereafter, employees shall receive sixteen point sixty-seven (16.67) hours per month (25 days per year).

C. Vacation shall be requested and approved at least one week in advance by the respective Department Head giving preference to employee choice according to seniority, where practicable and where consistent with continue efficient operations. If the Township transitions to bi-weekly pay, an employee can request their vacation pay in advance if they meet two conditions:

- a. The Vacation is at least 2 weeks in duration.
- b. The request is made at least 30 days in advance.

D. Vacation days shall accrue on a monthly basis and are pro-rated for the years when an employee is hired and leaves the employment of the Township in good standing.

E. An employee, at the time of retirement, is entitled to payment for all accrued, unused vacation leave. In the event that an employee is entitled to vacation leave at the time of his death, the spouse or the estate of the employee shall receive the earned vacation time. Employees terminated by the Township will not be entitled to compensation for accumulated vacation time.

F. Vacation leave shall not be granted during probationary period. An employee who terminates employment during the probationary period shall not be paid for any vacation time accrued during that period.

G. Payment for accumulated vacation days will not be made to employees whose employment is terminated as a result of discharge for just cause.

SECTION 10-2. HOLIDAYS

A. The following days are recognized as holidays for the purpose of this Agreement. Employees must work the day before and the day after said holiday to receive holiday pay:

New Years Day	Columbus Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day

Easter Monday
Memorial Day
Independence Day
Labor Day

Thanksgiving Friday
Christmas Day
Martin Luther King Day

- a. Any employee who is required to work on said paid holiday shall receive one and a half (1.5) times his hourly rate of pay for all hours worked only if the employee worked both the day before and after said holiday. If both the day before and the day after said holiday are not worked by the employee, the employee will not be paid for the holiday unless such absence is approved leave or previously scheduled vacation.
- b. General Election shall be considered a floating holiday. The use of said floating holiday must be scheduled in advance in the same manner that applies to vacation days. The floating holiday cannot be carried into the following year.
- c. The employees shall get an additional floating holiday anytime Town Hall is closed due to an emergency or unscheduled mishap which results in the Town Hall employees getting an extra day off with pay.

SECTION 10-3. PERSONAL DAYS

A. The Township shall allow employees to receive personal days off per year for pressing personal business in accordance with the following schedule:

During the first twelve (12) months of employment	– 1 personal day
During the second year of employment	- 2 personal days
During the third year of employment and each year thereafter	- 3 personal days

- B. Employees shall request personal days in writing in accordance with the personnel policies established by the Township Manager. Upon receipt of such a request, the Township shall allow or deny same within three (3) days.
- C. Personal days do not accrue from year to year and are prorated for the year when the employee leaves the employment of the Township.
- D. Personal days shall not be used in succession or to extend vacation time.
- E. Personal days cannot be used during an employee's probationary period.
- F. In an emergency situation, an employee's request shall not be unreasonably denied and the three-day notice period shall not apply.

SECTION 10-4. SICK LEAVE

Employees shall be entitled to one and one-quarter (1-1/4) days of sick leave for each month of employment (fifteen (15) days maximum).

Sick leave benefits shall be accumulated from the first day of the month following employment. Such sick leave benefits shall be paid with respect to workdays absent on the following basis:

- a. Sick leave pay shall be based upon the individual employee's regular, straight time daily rate, exclusive of shift premiums, for the day on which he is absent from work because of such accident or illness.
- b. Sick leave may not be granted to an employee until completion of the probationary period.

- c. A doctor's certificate shall be required after three (3) occurrences as a condition for payment of sick leave, except with respect to a period of time during which an employee is hospitalized. Abuse or misuse of sick leave is defined to include, but is not limited to, absence from work when the employee is not sick or hospitalized and when the employee requests use of a sick day. Abuse of sick time shall be cause for immediate dismissal.
- d. In case of leave of absence due to exposure to contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may work around co-workers without danger to the spread of such disease prior to employee's return to work.
- e. 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 at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties or that his return will not jeopardize the health of other employees.
- f. The township will pay one-half (1/2) of accrued sick days upon termination of employment with a maximum payment of sixty (60) days (480 hours) accrued sick leave. Township will pay only if employee retires or leaves for disability reasons. No payment will be made if employee is terminated.
- g. Sick days shall accrue on a monthly basis and are pro-rated for the year the employee is hired and leaves the employment of the township in good standing.

SECTION 10-5. BENEFITS AFTER RETIREMENT

The Township will provide benefits after retirement (until eligible for Medicare coverage) to employees who are 55 years of age with twenty years in PERS in accordance with the following schedule:

Sick Hours To be <u>Exchanged</u>	Single Coverage Benefits to <u>Retired Employee</u>		Husband/Wife Coverage Benefits to Retired <u>Employee</u>
960	Medical Insurance		----
1160	Medical & prescription	or	Medical Insurance
1360	Medical, Prescription and Dental	or	Medical & Prescription
1560	-----		Medical, Prescription and Dental

This is an option to the existing sick time trade in policy for employees unable to meet 960 hours which also includes use of unused vacation time accrued during the last year of employment before retirement.

SECTION 10-6. MILITARY LEAVE (REGULAR FULL TIME)

Township will abide by language in Federal and State Statutes.

SECTION 10-7. JURY DUTY LEAVE

A regular full-time employee only, 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 job rate up to a maximum of eight (8) hours and the daily jury fee subject to the following conditions:

- a. The employee must notify his supervisor immediately upon receipt of a summons for jury service.
- b. This section does not apply where an employee voluntarily seeks jury service.

- c. No reimbursement of wages will be made for jury service during holidays or vacations.
- d. At the Township's request, adequate proof must be presented of time served on jury and the amount received for such services.

SECTION 10-8. FUNERAL LEAVE

A regular full-time employee, who is excused from work because of death in his immediate family as defined below, shall be paid his regular rate of pay for the scheduled working hours missed because of said death. No more than three (3) consecutive eight (8) hour days leave shall be allowed, one of which shall be the day of the funeral. Immediate family is defined to mean mother, father, child, spouse, sister, brother, grandparents, grandchild, mother/father-in-law, daughter/son-in-law, and sister/brother-in-law. Vacation or personal days will be used for all other relatives.

SECTION 10-9. LEAVES OF ABSENCES

- A. The Township will comply with the Federal Family Leave Act and New Jersey Family Leave Act.
- B. The Township reserves the right to deny a request for a leave of absence without pay for any extension thereof.
- C. During the period of absence, the employee shall not engage in any full-time employment whatsoever. Failure to comply with this provision shall result in termination.
- D. Failure of an employee to return to work promptly upon the expiration of authorized leave shall be considered a voluntary resignation.

SECTION 10-10. DELEGATE LEAVE

Any employee serving as a Union Delegate may be granted permission to attend union conventions. Said leave shall be limited to one (1) employee for a period of one (1) week, during a calendar year.

ARTICLE XI SENIORITY

SECTION 11-1. SENIORITY

- A. Seniority is defined to mean an employee's accumulated length of continuous service with the Township. An employee's length of service shall not be reduced by time lost due to an absence for a bona fide illness or injury certified by a physician.
- B. New employees with special skills shall be assigned based on qualifications.

SECTION 11-2. SENIORITY RANK AND POSTING

- A. During the month of January, the Township shall post in a conspicuous place, a seniority list of employees from the regular payroll records.
- B. Any controversy over the seniority standing of any employee on the seniority list shall be submitted as a grievance within thirty (30) days after posting after which the list shall become binding.
- C. An employee who has satisfactorily completed his probationary period shall gain seniority status. Said employee's name shall be added to the list as of his first day of employment.

**ARTICLE XII
OCCUPATIONAL SAFETY**

SECTION 12-1. CONDITIONS OR WORK SAFETY

All Federal, State and Municipal laws and safety rules must be strictly adhered to by the employees and the Township. 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, or in violation of any applicable statute or court order, in violation of a government regulation relating to safety of person or equipment. The term “dangerous condition of work” does not relate to the type of cargo which is hauled or handled.

The Township shall maintain in good repair a sanitary work environment for its employees. The Township shall not require any employee to engage in any activity or use any equipment which may create an unsafe working condition.

SECTION 12-2. DEFECTIVE EQUIPMENT

Employees are required to maintain all equipment and vehicles in a clean, safe condition. They are required to report all defects in equipment and vehicles to their Supervisor immediately. No employee will be required to operate any vehicle or equipment that is not in proper working condition. No employee shall be required to pay for loss or damage to said vehicles or equipment unless it shall first be proved that such loss or damage was caused entirely by the employee’s gross negligence or improper act.

SECTION 12-3. REPORTING ACCIDENTS

Any employee involved in an accident (motor vehicle or otherwise) shall immediately report said accident and any physical injuries sustained. 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.

**ARTICLE XIII
DISCIPLINE, TERMINATION AND LAY-OFF**

SECTION 13-1. DISMISSAL; SUSPENSION

No employee may be dismissed, suspended, disciplined, reprimanded or receive an adverse evaluation without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the grievance procedure provided in this Agreement. Except where the provisions of this Article provide for immediate dismissal, the Employer shall give the Union notice of said discharge or suspension.

A representative of the local union must be in personal touch with the Employer within forty-eight (48) hours after the Employer has sent notice of his intent. If there is no response by the Local Union representatives within forty-eight (48) hours, the Employer may take appropriate action subject to appeal through the grievance procedure.

The employee shall have the right to appeal said dismissal or suspension through the grievance procedure.

SECTION 13-2. IMMEDIATE DISMISSAL

The parties agree that any one of the following offenses shall constitute sufficient grounds for immediate dismissal:

- a. Calling or participating in any strike, work stoppage, slow down, strike threat, sick-out or walk-out.
- b. The Township may test an employee if there is reasonable suspicion to suspect said employee is drunk or under the influence of alcohol during working hours. Refusal to take a properly administered test shall be considered sufficient evidence of drunkenness or being under the influence of alcohol.
- c. Possession, use or consumption of any alcoholic beverage on Township property before, during and after working hours.
- d. Commission of an act prohibited by N.J.S.A., 2C, Chapter 11 through Chapter 40 inclusive, any violation of the provisions of this Code of the Township of Evesham, including but not limited to Section 22-13, or any other offense involving dishonesty.
- e. Carrying an unauthorized passenger in a Township vehicle or use of a Township vehicle for any unauthorized purpose.
- f. Possession or use of non-prescribed legend or narcotic drugs while on the job or being under the influence of such drugs while on the job. Drug testing of employees involved in a vehicle or equipment job-related accident, which results in a positive test, or refusal of employee to take a drug test after such employee was involved in a vehicle or equipment job-related accident.
- g. Being absent without authorization for three (3) consecutive days.
- h. Abusive language or assault on Township employees or Township representatives.
- i. Knowingly altering another employee's or employee's own time card.
- j. Walking off the job without authorization of his Supervisor.

SECTION 13-3. LAY-OFF; NOTIFICATION; RECALL

- A. Should it become necessary to lay-off employees because of budgetary constraints or lack of work, the last employee hired shall be the first employee laid off. When employees are recalled, the last employee laid-off shall be the first employee recalled.
- B. The Township agrees to give at least seven (7) days written notice of any lay-off to the affected employee and the Union Shop Steward. If such notice is not given and the circumstances are not beyond the Township's control, the township shall pay the laid-off employee one week's pay in lieu of such notice.
- C. When recalling laid-off employees the Township shall send a telegram or certified mail to the address indicated on the employee's record. The employee shall have three (3) days to respond to the recall notice. After the employee has notified the Township that he will return to work, he must report within seven (7) days. If the employee does not respond to the notice within the required time or fails to report to work within seven (7) days after responding, he shall be terminated. If he is then rehired, he shall be considered a new employee for the purpose of calculating seniority and other benefits.

ARTICLE XIV GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 14-1. GRIEVANCE PROCEDURE AND ARBITRATION

A. PURPOSE:

The purpose of this procedure is to secure, at the lowest possible level, an equitable and peaceful solution to any problems which arise affecting the terms and conditions of this Agreement.

B. DEFINITIONS:

The term "grievance" as used herein means the interpretation, application or alleged violation of this Agreement and may be raised by an individual or the Union at the request of an individual or individuals. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure provided.

C. PROCEDURE:

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement except that nothing herein shall limit or infringe the right of any employee having a grievance to discuss the matter informally with the appropriate supervisor and having the grievance adjusted without the intervention of the Union.

The following steps shall be followed unless any step is waived, in writing, by mutual consent of the parties:

Step 1. - The aggrieved party shall institute action by filing a written statement to his/her immediate supervisor. This shall be done no later than five (5) working days after the event giving rise to grievance. An earnest effort shall be made to settle the differences between the aggrieved party and the immediate supervisor for the purpose of resolving the matter informally. The resolution or non-resolution of differences shall be in writing by the immediate supervisor of the aggrieved party.

Step 2. - If the grievance is not settled at the first step within seven (7) working days and such grievance concerns the interpretation, application or alleged violation of this Agreement only, the aggrieved party may make written request to the Department Head for a second step meeting within five (5) working days after the answer is received from the aggrieved party's immediate supervisor as required in the first step. The Department Head shall set a meeting within ten (10) working days after the written request for such a second step meeting. Said second step shall be between the Department Head, the aggrieved party and a representative of the Union, if such representative is requested to be present by the aggrieved party. The answer, in writing by the Department Head, shall be given to the aggrieved party and a copy of the same shall be forwarded to the Union within ten (10) working days after the meeting.

Step 3. - If the aggrieved party is not satisfied with the handling or the results of the grievance procedure at the second step, he may within five (5) working days notify, in writing, the Township Manager that he wishes to have the said Township Manager rule on the grievance in question. A meeting shall be established within twenty (20) calendar days after the Township Manager or his designee has received the request that the Township Manager rule on the matter. At such meeting, the aggrieved may appear with a representative of the Union present. The Township Manager's (or his designee's) response to the grievance in the third step shall be delivered to the aggrieved party with a copy to the Union within twenty (20) working days after the meeting. Any extension of time requirements contained in this Grievance Procedure may only be granted by mutual consent of all parties.

Step 4. - If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration within ten (10) working days pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the

arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

D. ARBITRATION PROCEDURE

1. The parties 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 provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him 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.
 3. The arbitrator's decision shall be in writing, with reasons.
 4. The Union and the township shall be limited to placing one (1) issue before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties.
- E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated with 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 there under, then the disposition of the grievance at the last preceding step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance any step in the grievance procedure.

ARTICLE XV EMERGENCY OPERATIONS

SECTION 15-1. EMERGENCY OPERATIONS

- A. Every employee covered by this Agreement understands that responding to emergencies is a condition of employment. He will supply management with a telephone number at which he can be reached and an alternate telephone number. It is understood and agreed that no employee has the right to leave without the Director or his designee's permission. Exceptions are approved vacation or approved leave.
- B. No employee shall work more than **eight (8)** hours at a time beyond his regular shift. Each employee shall be eligible for one (1) 30 minute break every five (5) hours. **The first break can come after two (2) hours worked past the normal shift.** All breaks shall be approved and scheduled by the Director of Public Works or his designee prior to taking such break. Only establishments approved by the Township may be used unless such establishments are not open twenty-four (24) hours a day. The cost of meals shall not exceed \$10.00 per meal or **\$30.00** in the twelve hour period.

SECTION 15-2. EMERGENCY CALL-INS

Whenever an employee is called in to work beyond the normal workday, he shall receive a minimum of three (3) hours work or pay at the overtime rate whichever is greater. Compensation will commence at the time the employee is called. Employees shall not be compensated for any response time in

excess of thirty (30) minutes. Minimum call-in provisions do not apply if the employee is requested to report early for a regular shift or if the employee is held over at the end of a regular shift.

ARTICLE XVI HIRING PROCEDURES

SECTION 16-1. PART-TIME OR SEASONAL EMPLOYEE

The Township shall have the right to hire part-time, seasonal employees, as it deems necessary. No part-time or seasonal employee shall hold any seniority standing, but such employee shall be given an open and equal opportunity to compete for permanent positions. In the event of hire, their seniority shall start from their first day of full-time permanent employment. The present work force shall not be reduced through the use of part-time or seasonal employees.

SECTION 16-2. UNIFORMS

Township issued uniforms, work shoes and safety equipment must be worn at all times. Any employee who does not conform will be subject to disciplinary action.

Uniforms shall be maintained in the condition in which they were issued. Altering uniforms in any manner such as cutting is prohibited.

Mechanic's uniforms shall be supplied by the Township and shall be cleaned by a professional cleaning service on a weekly basis. Uniforms and shoes will be replaced on an as needed basis; but no more than two (2) pairs of shoes per year will be provided.

SECTION 16-3. EMPLOYEE'S BAIL

Employees, in the proper exercise of the municipal duty, and who have not broken any of the rules and regulations of the Township, shall be provided bail upon request. Township will provide bail to employees who need same resulting from official business.

SECTION 16-4. DISCRIMINATION PROHIBITED

Neither the Township nor the Union shall discriminate against any employee for race, creed, color, sex, age, or Union affiliation.

ARTICLE XVII

SECTION 17-1. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or agreement between the Township and Union or any individual employee covered by this Agreement is hereby superseded.

SECTION 17-2. SEVERABILITY

If any portion of this Agreement should be declared invalid for any reason whatsoever, the remaining portion of this Agreement shall remain in full force and effect. In the event any portion of this Agreement is declared invalid, the parties agree to begin renegotiations on the invalid portion within thirty (30) days.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____ of 2004.

TOWNSHIP OF EVESHAM

TEAMSTERS LOCAL UNION NO. 676

Augustus Tamburro, Mayor

Mike Zdep, Shop Steward

Edward M. Sasdelli, Township Manager

Marcus King, V/P, Bus. Agent

**APPENDIX A
SALARY SCALE**

As stated in Article VII Section 7-1.b the following salary scale will also be included.

- A. For the existing five (5) laborers: Sheehan, Sobeleski, Mettinger, Otterstein, Nolasco and all new Laborers:

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
<u>Laborers</u>				
Step 1	\$10.70	\$11.11	\$11.53	\$11.97
Step 2	\$11.04	\$11.46	\$11.89	\$12.35
Step 3	\$11.73	\$12.18	\$12.64	\$13.12
Step 4	\$12.47	\$12.94	\$13.44	\$13.95
Step 5	\$13.24	\$13.74	\$14.27	\$14.81
Step 6	\$14.07	\$14.60	\$15.42	\$16.00

- B. For Drivers, Tree Specialist, Heavy Equipment Operator and Certified Mechanics:

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
<u>Starting Rates:</u>				
Driver	\$15.05	\$15.62	\$16.21	\$16.83
Tree Specialist	\$15.57	\$16.16	\$16.77	\$17.41
Heavy Equipment Operator	\$15.57	\$16.16	16.77	\$17.41
Certified Mechanic	\$20.76	\$21.54	\$22.36	\$23.21

Any employee promoted to a higher classification shall receive either the starting rate or 5% more than their current hourly rate, whichever is greater.

- C. The following eleven (11) employees: R. Zimm, E. Zimm; Immendorf, Wallace, Beebe, Griechen, Anderson, Holmes, McHugh, Penn and Smith shall receive in addition to the 3.8% annual cost of living a 50-cent step increase upon their anniversary date for years 2004, 2005 and 2006.