

AGREEMENT BETWEEN

TOWNSHIP OF COLTS NECK

AND

COMMUNICATIONS WORKERS
OF AMERICA
CWA LOCAL 1038

JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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PREAMBLE

- A. This AGREEMENT made this 14th day of August, 2012 by and between the Township of Colts Neck, located at 124 Cedar Drive in the County of Monmouth, State of New Jersey, (hereinafter referred to as the "Employer") and CWA Local 1038, located at 58 First Avenue, Suite 202, Atlantic Highlands, New Jersey, 07701 (hereinafter referred to as the "Union").
- B. Throughout this AGREEMENT, references to either gender shall be deemed to mean reference to both genders.

WITNESSETH

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the Employer as well as of its Employees and to avoid interruptions and interferences with services and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment,

NOW, THEREFORE, in consideration of mutual covenants herein considered, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

- A. The Employer hereby recognizes the Union as the exclusive bargaining agent for the purposes of collective negotiations of all regularly employed full-time employees, employed by the Employer, in the following classifications only: all Blue Collar Department of Public Works Employees and all Custodians regularly employed by the Township of Colts Neck. Specifically excluded are: Director of Public Works, Foreman, Office and Clerical Workers, Managerial Executives, Confidential Employees, Police, Supervisory Employees within meaning of the act, Professional Employees, Craft Employees, Part-time or Seasonal Employees, and all other personnel not specifically included above employed by the Township of Colts Neck.
- B. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article I, Section A hereof.
- C. All benefits in this Agreement shall apply to full-time employees only.

ARTICLE II

DUES CHECK-OFF

- A. The Employer agrees to deduct from the salaries of its employees covered by this Agreement, dues which said employees individually and voluntarily authorized the Employer to deduct.
- B. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Union shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.
- C. The Union will provide the necessary "check-off" authorization form and will secure the signatures of its members on the forms and deliver the signed forms to the Employer. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon this article. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.
- D. Payroll deductions of Union dues under the properly executed authorization of payroll deduction of Union due forms, shall become effective within thirty (30) days from the time the form is signed by the employee, and shall be deducted and paid to the Union monthly.
- E. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences; the Employer will resume the obligation of making said deduction in accordance with Paragraph D hereof.
- F. The Employer shall not be obligated to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.
- G. The Employer agrees that each employee covered by this Agreement who is not or does not become or remain a member of the Union shall, as a condition of employment, be required to pay a representation fee equal to eighty-five percent (85%) of the normal initiation fee and annual dues payable to the Union by members, pursuant to all applicable law.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the express terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees or the Union.

B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE

1. Step One: Immediate Supervisor - Verbal
 - a) An employee, and/or the Steward on behalf of an employee or employees of the Township shall raise the issue verbally with the immediate supervisor within three (3) work days of the occurrence of this grievance. An earnest effort will be made to resolve the issue within three (3) work days at this step.
2. Step Two: Department Head - Written
 - a) If the grievance is not resolved at Step One it shall be reduced to writing within five (5) work days of the Step One response. The written grievance shall set forth the basis of the grievance and the remedy sought. The Department Head shall render a written response to the grievance within five (5) work days from receipt of the written grievance.

- b) The written grievance must identify the grievant by name(s) and be signed by him/her (them). It must set forth a statement of the facts constituting the grievance, the approximate date of the occurrence(s) leading to the grievance, the names of all Employer representatives whose action failure to act forms the basis of the grievance and the specific contract provision(s) forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the Employer and shall constitute an abandonment of the grievance.

3. Step Three: Township Administrator

- a) If the grievance is not resolved at Step Two, the grievant or the union may within five (5) work days, forward the grievance to the Township Administrator. A meeting shall be set within ten (10) work days after the Administrator receives the grievance. Such meeting will include the grievant and the grievant's designated union representative(s). The grievant shall suffer no loss of pay or benefits to attend this meeting. The Township Administrator's written answer shall be provided to the union within ten (10) work days after said meeting.

4. Step Four: Arbitration

- a) If the grievance remains unresolved after the foregoing process, the union may submit the matter to binding arbitration in accordance with the N.J. Public Employment Relations Commission procedures. The Union shall provide written notice of its intent to arbitrate to the Township Administrator within ten (10) work days after receipt of the Township's answer at Step Three.

The arbitrator shall have no authority to add to, subtract from, or in any manner modify the terms of this agreement. The arbitrator shall issue a written award containing his findings of fact and conclusions of law within thirty days. The cost of the Arbitrator shall be borne equally by the parties.

- D. Time limits may only be extended by mutual agreement of the parties in writing.
- E. It is expressly understood by both parties that arbitration can be used for grievances only.

- F. The Union Steward may be present at Step One at the request of the aggrieved employee. The Chief Steward shall, at his discretion, be present at all subsequent Steps of the grievance procedure. A representative of the Local or International Union may be present at Step Two and above.

ARTICLE IV

SENIORITY

- A. "Seniority" shall be defined as an employee's total length of continuous service with the Employer. "Classification Seniority" shall be defined as an employee's length of continuous service within his or her current specific classification.
- B. In the event an employee is permanently promoted or transferred to another classification, he or she shall begin to accrue "classification seniority" from the effective date of promotion or transfer.
- C. Twenty (20) days notice of layoff shall be provided to affected employee(s).
- D. For the purpose of layoff and recall, the last person placed in a classification shall be the first one to be laid off, and the last to be laid off shall be the first to be recalled in accordance with "classification seniority". Any employee displaced from a classification by layoff shall retain seniority rights in other classifications based upon "seniority". In such cases, employees shall have "bumping" rights into lower-rated job classifications, only for which they meet the established qualifications.
- E. Laid off employees shall remain on a recall list for six (6) months. Notice of recall shall be sent to the employee's last address of Employer record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.
- F. Seniority of employees hired or placed into classification on the same date shall be established by an employee's original date of hire.
- G. Once per year, the Employer shall prepare and forward to the Union, a seniority list of employees indicating classification and effective dates of employment with the Employer.
- H. Seniority shall terminate when the employee quits or resigns, when the employee is discharged, when the employee is laid off for a period in excess of six (6) months, upon absence without leave in excess of five (5) working days, upon failure on an employee to accept recall from the Employer, and upon failure to return from an approved leave of absence.
- I. Employees on authorized leaves of absences (unpaid) shall not lose seniority rights.

ARTICLE V

PROMOTIONS

- A. The Employer shall utilize experience, ability, skills, attitude, aptitude, qualifications, attendance and any licenses that may be required as the criteria for promotion of employees to job classifications within the bargaining unit having a higher rate of pay. When two (2) or more employees are equally qualified in accordance with the above, in the opinion of the Employer, then "seniority" shall be the deciding factor.
- B. In the event an employee is permanently promoted or transferred to another classification, he or she shall begin to accrue "classification seniority" from the effective date of said promotion or transfer.
- C. When promotions are made, employees shall serve a probationary period of three (3) months in the new position, during which the Employer shall have the right to return the employee to his former position. Employees will be paid at the rate of pay established for the higher classification from the effective date of said promotion, including the probationary period.
- D. All job vacancies, new positions and promotional opportunities will be posted by the Employer on the employee bulletin board.

ARTICLE VI

PROBATIONARY PERIOD

- A. During the first three (3) months of continuous employment an employee shall be considered a probationary employee and the Employer may terminate his or her employment within that time without challenge, by either the employee or the Union, and without resorting to any grievance procedures or any other hearing procedure.
- B. Said probationary period may be extended an additional three (3), thirty (30) day periods upon notification to the Union by the Township.

ARTICLE VII

HOURS OF WORK AND OVERTIME

- A. The normal workweek for all Unit employees shall be forty (40) hours, Monday through Friday, from 7:00 a.m. to 3:30 p.m. The Township retains the right to change the normal workweek provided sixty (60) days notice is given to the Shop Steward.
- B. The normal workday for all Unit employees shall be eight (8) hours. Unit employees shall receive one thirty (30) minute lunch break and two (2) fifteen (15) minute breaks during the normal work day, as scheduled by the Employer.
- C. Overtime at time and one-half (1.5) times the base rate shall be provided for authorized work in excess of eight (8) hours worked per day between Monday through Friday or forty (40) hours worked per week.
- D. Overtime at time and one-half (1.5) times the base rate shall be provided for authorized work on Saturday.
- E. Overtime at two (2) times the base rate shall be provided for authorized work on Sunday or any holiday as set forth in this settlement. Any authorized work performed between 12:00 midnight to 7:00 a.m. shall be paid at two (2) times the base rate.
- F. All employees shall work overtime when requested by the Employer.
- G. Any time not properly recorded shall be considered as time not worked.
- H. All lunch breaks are taken on the employee's own time, as scheduled by the Employer. Said two (2) fifteen (15) minute breaks will be paid by the Employer.
- I. Nothing herein shall guarantee employees any minimum workday or workweek.
- J. The Employer will attempt to schedule overtime assignments on a rotating basis by seniority and qualification to the extent possible.
- K. The Employer will attempt to notify employees of weekend work assignments by the Thursday before said weekend to the extent possible. This notification procedure is not necessary for any emergencies that may occur on said weekends.
- L. In the event an employee is called back to work after the conclusion of a normal shift, the employee will be entitled to a minimum of four (4) hours pay at the overtime rate.

- M. Bargaining Unit employees called to return to work for the reason of snow control or removal purposes shall be paid from the time they are called to report to work, provided the employee reports to work within thirty (30) minutes of said call. Employees that reside more than fifteen (15) miles from the Public Works will be allowed to report to said work within sixty (60) minutes, with the permission of the Road Superintendent. Employees will receive a thirty (30) minute break, without loss of pay for every five (5) continuous hours worked for snow control or removal purposes.

- N. The Township agrees to purchase meals for unit employees during extended snow emergencies to the extent possible. All decisions relative to said meals shall be at the sole discretion of the Department Head.

- O. Bargaining Unit employees shall receive a separate pay check whenever overtime pay is duly earned.

- P. Employees temporarily working in a higher job classification assigned by the supervisor shall receive the minimum pay for that classification after working in said classification for seven (7) consecutive days, and will be paid retroactively to the first day of such assignment.

ARTICLE VIII

HOLIDAYS

- A. For each year of this agreement, the following holidays shall be observed:
1. New Year's Day
 2. Martin Luther King, Jr. Day
 3. Washington's Birthday
 4. Good Friday
 5. Memorial Day
 6. Independence Day
 7. Labor Day
 8. Columbus Day
 9. Veteran's Day
 10. Thanksgiving Day
 11. Day After Thanksgiving
 12. Christmas Day
 13. Floating Holiday
(see paragraph E of this article)
- B. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by one (1) additional day, utilizing the employee's allotment for that year and with the approval of the Road Superintendent.
- C. The Employer shall have the option, if a holiday falls on a Saturday or Sunday, to celebrate such holiday on the Saturday or the Sunday, the previous Friday, or the following Monday.
- D. In order to receive holiday compensation, the employee must work the day before and the day after the holiday. If an employee is scheduled to work on a holiday, failure to do so shall be grounds for disciplinary action.
- E. Upon approval of the Department Head, one (1) Floating Holiday each year may be taken by each member of the bargaining unit after two (2) weeks advance notice in writing. The Township retains the right to approve or deny said request based on the work needs of the Township. Said request will not be unreasonably denied by the Township. In the event of denial, the employee may request an alternate Floating Holiday. The Floating Holiday must be used each year or it is lost forever.

ARTICLE IX

VACATIONS

- A. Vacation time shall be provided to Unit members pursuant to the following schedule:
 - After completion of one (1) year of continuous service 5 days
 - After completion of two (2) years of continuous service 10 days
 - After completion of five (5) years of continuous service 15 days
 - After completion of ten (10) years of continuous service 18 days
 - After completion of fifteen (15) years of continuous service 20 days
 - After completion of twenty (20) years of continuous service 21 days

- B. Vacation entitlement shall be pro-rated for any service less than one full year.

- C. Vacation allowance must be taken during the current calendar year at the time permitted unless, with the approval of the Township Administrator, it is deferred to the following year. A maximum of ten (10) days can be deferred for the following year. Unused time after this one-year period is lost forever.

- D. Scheduling of all vacations shall be at the discretion of the Employer. Employee preference and/or seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Employer.

- E. Employees eligible for a minimum of ten (10) vacation days, but no more than fifteen (15) days, must take said vacation time utilizing one, five (5) consecutive day increment, with the remaining days as requested by the employee with one week advance notice to, and the approval of the Employer.

- F. Employees eligible for a minimum of fifteen (15) vacation days must take said vacation time utilizing two, five (5) consecutive day increments, with the remaining days as requested by the employee, with one week advance notice to and approval of the Employer.

- G. Pay for vacation period consists of regular base pay only, excluding overtime and premium pay of any type.

- H. Procedural aspects of vacation scheduling shall be as determined by the Employer.

- I. There shall be no vacations taken during snow removal season unless specific permission is granted by the Employer.
- J. The Employer may, at its discretion, allow an employee to take vacation time prior to its being earned. In such event, it may be withheld from the employee's final paycheck(s), should the employee not earn the time.
- K. Vacation entitlements and accruals shall be based on the date of hire of the employee for calculation purposes.

ARTICLE X

SICK LEAVE

- A. Employees shall receive sick days on the following basis:
- | | |
|---|--|
| During the first (1 st) year of service | 1 day per month
with 7 days maximum |
| Beginning of the second (2 nd) year of continuous service | 9 days |
| Beginning of the fourth (4 th) year of continuous service..... | 10 days |
| Beginning of the sixth (6 th) year of continuous service..... | 15 days |
- B. Sick leave refers to the absence of an employee due to personal illness or accident. Sick leave not used shall accumulate from year to year to be used, if needed, to a maximum of sixty (60) days only. Upon retirement or resignation in good standing and proper notice, employees will receive one (1) day's pay for every two (2) days of accrued sick leave to a maximum payment of \$4,000.00 with a maximum accrual of sixty (60) days only. Employees must have ten (10) years of continuous service with the Township of Colts Neck to be eligible for this benefit. Employees terminated for just cause or whose retirement or resignation is not considered in good standing by the Township shall receive no severance benefits.
- C. The Employer may require proof of the need for sick leave or physical examination whenever such requirement appears desirable, in its discretion.
- D. Abuse of sick leave is grounds for disciplinary action.
- E. In the event of the absence of an employee, such employee shall notify the Road Superintendent at least 15 minutes prior to his/her scheduled shift. Such employee shall call prior to his/her scheduled shift for any day during which a sick day will be taken.
- F. Failure to report absences properly shall be deemed grounds for refusal to grant sick leave and/or for disciplinary action.
- G. Sick leave may be used in one-half (1/2) day blocks only.

- H. If an employee resigns or is dismissed or laid off and has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any monies due him/her from the Employer at the time of resignation, layoff, or dismissal.
- I. Sick leave entitlements and accruals shall be based on the employee's date of hire for calculation purposes.
- J. Up to a total of two (2) sick days per year may be used for personal or business emergencies in order to attend to matters that necessitate the absence from work. One (1) week advance notice to the Department Head is required except in case of emergencies. Approval of all such leave is at the sole discretion of the Department Head. Days not used in the year eligible are lost forever as said personal days. An employee's date of hire shall be used for calculation purposes in this regard.

ARTICLE XI

UNPAID LEAVE OF ABSENCE - GENERAL

- A. At the discretion and approval of the Colts Neck Township Committee, any employee may be granted a leave of absence without pay.
- B. An employee on leave of absence without pay, except military leave, does not accrue vacation leave, sick leave, or any other benefits. No payments will be made to any pension plan or health plan during this leave of absence, however, unless the employee agrees to bear the costs.
- C. A leave of absence shall not exceed ninety (90) days in length, after which it may be reconsidered and any requested extension may either be granted or denied.
- D. Employees are required to notify the Employer of the anticipated date of return, as soon as such date is known to the employee, but in no event less than thirty (30) days prior to such date. Failure to return on such date without notice shall be considered a voluntary resignation.
- E. The Employer shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave, nor shall denial be the subject of a grievance.

ARTICLE XII

UNPAID LEAVES OR ABSENCE - FAMILY OR MEDICAL

- A. Full-time employees who completed one (1) full year of employment, and eligible part-time employees who completed one (1) full year of employment and who worked for at least one thousand (1,000) hours in the prior twelve (12) month period, may be entitled to an unpaid leave of absence in accordance with the terms of the federal Family Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA). Such leaves shall be taken and governed by the terms of those laws and any regulations thereto.
- B. In addition to the rights and limitations pertaining to leaves of absence covered under FMLA and the NJFLA, the following specific provisions shall apply to such leaves:
1. Employees must utilize all earned but unused vacation days and personal days starting with the first day of any leave of absence taken under this Article, and also must use all available sick days in connection with an FMLA leave due the employee's own medical condition. After all paid time off is extinguished, the remainder of the leave shall be unpaid. All paid time taken during a leave of absence shall be counted as part of the total twelve (12) weeks of leave provided under State and Federal law.
 2. Employees do not earn any seniority or fringe benefits during term of their leave of absence, except while they are on paid leave time under subparagraph (1) above, and shall receive only those benefits during a leave which are required under the FMLA, NJFLA, or this Article.
 3. Employees may take up to twelve (12) weeks of medical leave in any twelve (12) month period due to their own serious medical condition. An Employee may take up to twelve (12) weeks of family leave under Federal law in any twelve (12) month period within one year of the birth or adoption of a child or if the employee's immediate family member (parent, child, or spouse) has a serious medical condition and may be taken for up to twelve (12) weeks in any twenty-four (24) month period. The twelve (12) month period shall be defined as following twelve (12) month period measured backward from the date an employee uses any FMLA leave. The twenty-four (24) month period shall be defined as a following twenty four (24) month period measured backward from the date an employee used any NJFLA leave. Any family leave taken will run concurrently under both the FMLA and the NJFLA.

4. The Employer may require medical certification of the employee or his or her immediate family member's serious medical condition, in compliance with regulatory standards. Further, the Employer may require "re-certification" of such medical conditions, but not more frequently than every thirty (30) days.
5. The Employer may establish requirements that the employee periodically report on his/her serious medical conditions or the immediate family member's condition, and the employee's intention to return to work.
6. Notwithstanding any other language of this Agreement, the Employer may transfer an employee taking intermittent or reduced leave to any other bargaining unit position or work shift which better accommodates the recurrent leave, provided the employee still receives equal pay benefits.
7. The employee will be eligible to receive continued health insurance coverage during a medical or family leave, in accordance with the requirements of the FMLA and the NJFLA. All health care coverage shall be subject to any changes mandated by this Agreement, which becomes effective during the period of leave.
8. The Employer may require the employee who is on medical leave to provide a Fitness for Duty Certificate prior to returning to work, in accordance with the requirements and regulations under the FMLA.
9. Employees requesting leave must comply with the minimum notice requirements and the procedures specified under the law, or the Employer's guidelines which are consistent with the law.
10. It is specifically recognized that leave under the FMLA and the NJFLA may be coextensive. Nothing in this Article shall be interpreted as granting any right, privilege or benefit not provided under the FMLA or the NJFLA.
11. Employees may utilize intermittent or reduced leave only for their own serious medical conditions or the serious medical conditions of an immediate family member, provided:
 - a) it is deemed necessary by a medical practitioner; and
 - b) the employee gives reasonable advance notice of need for such leave.

- C. The Employer shall have the right to promulgate, distribute to employees, periodically modify and enforce Family/Medical Leave Guidelines which may use for administration of family/medial leave of absence, provide such guidelines are consistent with applicable law and the provisions of this Agreement. The Employer shall provide a copy of the Guidelines and subsequent modifications thereto, to the Union, and will discuss such guidelines with the Union upon its request.

ARTICLE XIII

BEREAVEMENT LEAVE

- A. All members of the bargaining unit shall be entitled to three (3) consecutive calendar days of bereavement leave at no loss in regular pay in case of the death of a member of their immediate family. Such leave is to be taken within a reasonable time of the day of death or day of the funeral, and may not be split or postponed.
- B. Immediate family shall be defined as follows:
- Employee's father, mother, spouse, child, sister, brother, grandchildren, grandparents, step-parents, step-children, step-sister, step-brother, and mother-in-law and father-in-law.
- C. The Employer reserves the right to require reasonable proof of death and/or relationship.

ARTICLE XIV

JURY DUTY

- A. Employees called for Jury Duty as certified by the Clerk of the Court shall be granted leave with straight time pay, less any compensation they may receive for attending required Jury Duty for a maximum of two (2) weeks per year.
- B. If an employee is required to serve on Jury Duty, such employee shall be required to notify the Township Administrator at least two (2) weeks in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from Jury Duty. If discharged from Jury Duty prior to end of a workday, employees shall report for work for the duration of the workday.
- C. If there is a change in the originally established Jury Duty leave, the employee must notify the Township Administrator to make necessary arrangements to return to work; otherwise, the employee shall receive no pay from the Employer.
- D. Employees shall cooperate with the Employer and report to work at all times possible during Jury Duty. The Township Administrator must be notified in advance any day that employees are not required to report for Jury Duty, and employees shall report to work on those days.
- E. Jury Duty on an unscheduled workday shall not be paid by the Employer.
- F. Employees shall receive no pay from the Employer if they volunteer for Jury Duty.
- G. Proof of Jury Service may be required by the Employer.

ARTICLE XV

MILITARY LEAVE

- A. Military Leave shall be provided in accordance with applicable State and/or Federal Law.

ARTICLE XVI

INSURANCE BENEFITS

- A. The Employer shall retain all medical and dental coverage in effect unless specifically modified herein.
- B. The Employer retains the right to change to other carriers for said coverage, provided similar benefits are maintained.
- C. The Employer retains the right to enter into a full or partial self-insurance program for said benefits, provided similar coverage is maintained.
- D. The Employer retains the right to offer Health Maintenance Organization options to the employees, provided similar benefits are maintained.
- E. The Employer agrees that the Union will be consulted when changes of medical benefits are contemplated by the Township.
- F. Employee health care contributions shall be deducted from all members of this bargaining unit pursuant to P.L. 2011 c.78.

G. Effective January 1, 2005, changes shall be made to health insurance coverage resulting in the following:

<u>Deductibles</u>	<u>In Network</u>	<u>Out of Network</u>
Individual/Family	\$300/\$600	\$400/800
Out of Pocket Max	\$800/\$1200	\$2250/\$4250
	No additional changes to In-Network coverage	All hospital, physician diagnostic, therapy, mental health, substance abuse, and other service charges to 80%, with 50% out-patient visits. Emergency Room service at 100%, with 80% for non-emergent visits.

H. Employees who waive health insurance coverage shall receive additional salary stipends, paid as a lump sum each year and not included in his/her base pay as follows:

- Single \$2,000.00
- Husband/Wife \$2,500.00
- Family \$3,000.00

Employees must show proof of other similar health coverage to be eligible for this benefit. Employees may opt back into Township health coverage at the end of any given one (1) year period of said health benefits being waived, during an open enrollment period from October 15th through December 15th of each year.

Employees shall receive their lump sum payment at the first pay period upon completion of any given one (1) year period of said health benefits being so waived.

Employees who have waived Township health insurance and then lose their alternate health insurance due to certain "hardships" will be allowed immediate re-entry into the Township's health insurance. These hardships shall be limited only to the following: termination of employment, legal separation, divorce, termination of health benefits and death. Employees that re-enter the Township's health insurance program under these hardships shall receive a pro-rated payment of the amounts listed in this paragraph.

Employees who retire or leave their employment with the Township in good standing shall receive a pro-rated payment pursuant to the amounts listed in this paragraph.

Employees eligible for pro-rated stipends pursuant to this paragraph shall receive their lump sum payment within thirty (30) days of re-entry.

In all cases, stipends received pursuant to this paragraph shall be subject to standard payroll taxes.

ARTICLE XVII

NONDISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, or national origin.

ARTICLE XVIII

BULLETIN BOARD PRIVILEGES

The Employer shall supply one bulletin board to be located in a non-public area of the premises for the use of the Union to post announcements. All notices are to be signed by the Shop Steward or other duly authorized representatives, and there will be no posting of any notices which would be considered controversial.

ARTICLE XIX

WAGES

- A. All Bargaining Unit Employees shall receive increases to their base annual salaries as follows:
1. An increase of one percent (1.00%), effective January 1, 2012.
 2. An increase of one percent (1.00%) effective January 1, 2013.
 3. An increase of one percent (1.00%) effective July 1, 2013.
 4. An increase of one percent (1.00%) effective January 1, 2014.
 5. An increase of one percent (1.00%) effective July 1, 2014.
- B. The Employer agrees to maintain a bi-weekly method of pay for the duration of this Agreement.
- C. Currently authorized job classifications and a salary guide for same is included herein.

SALARY GUIDE 2012-2014

<u>Job Classification</u>	<u>2012 Base Salary</u> (+1.00%)	<u>1/1/2013 Base Salary</u> (+1.00%)	<u>7/1/2013 Base Salary</u> (+1.00%)	<u>1/1/2014 Base Salary</u> (+1.00%)	<u>7/1/2014 Base Salary</u> (+1.00%)
Heavy Equipment Operator I	\$64,967	\$65,617	\$66,273	\$66,936	\$67,605
Heavy Equipment Operator	\$60,509	\$61,114	\$61,725	\$62,342	\$62,965
Senior Mechanic	\$64,050	\$64,691	\$65,338	\$65,991	\$66,651
Mechanic I	\$55,798	\$56,356	\$56,920	\$57,489	\$58,064
Mechanic	\$52,424	\$52,948	\$53,477	\$54,012	\$55,552
Truck Driver	\$55,798	\$56,356	\$56,920	\$57,489	\$58,064
Light Equipment Operator I	\$53,286	\$53,819	\$54,357	\$54,901	\$55,450
Light Equipment Operator	\$48,999	\$49,489	\$49,984	\$50,484	\$50,989
Laborer I	\$44,599	\$45,045	\$45,495	\$45,950	\$46,410
Laborer	\$35,000	\$35,350	\$35,704	\$36,061	\$36,422
Laborer/Custodian	\$35,000	\$35,350	\$35,704	\$36,061	\$36,422

ARTICLE XX

LONGEVITY

- A. Eligible unit employees shall receive longevity payments pursuant to the following schedule:

SERVICE	2012	2013	2014
After 10 years of continuous service	\$ 800.00	\$ 800.00	\$ 800.00
After 15 years of continuous service	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
After 20 years of continuous service	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
After 25 years of continuous service	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00

- B. Payments will be made on a lump sum basis each year utilizing an employee's date of hire to determine eligibility for this entitlement. Payments shall not be compounded, but shall be paid each year pursuant to the above schedule.
- C. Employees shall receive their lump sum payment within thirty (30) days of eligibility. Eligibility will be based on an employee's date of hire of their eligible year.

ARTICLE XXI

EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders or regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXII

RESIGNATION

- A. An employee who resigns shall give the Employer a minimum of two (2) weeks in advance notice in writing.

- B. An employee who gives proper notice of resignation and resigns in good standing, or whose employment is terminated, shall be entitled to receive payment for unused vacation and sick time accrued on the effective date of the resignation or termination, provided the employee would otherwise be eligible for such benefits under the specific requirements of either Article VIII in the case of vacation, and Article IX in the case of sick time.

ARTICLE XXIII

MANAGEMENT RIGHTS

- A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement, including but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Employer and its properties and facilities, and the on-the-job activities of its employees;
 2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action as necessary;
 4. To establish a code of rules and regulations of the Employer for its own operation;
 5. To make all decisions relating to the performance of the Employer's operations and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized, including the right to reduce the size of the work force;
 6. To establish any new job qualifications, classifications and content and to change same without prior negotiations thereof;
 7. To establish, change or combine and schedule the working hours of employees without prior negotiations thereof;
 8. To change the job descriptions, assignments and duties of any classification;
 9. To determine the work performance levels and standards of performance of the employees;
 10. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;

11. To change, modify or promulgate reasonable rules and regulations;
 12. To assign work as it determines will benefit the Employer and/or the clients it serves;
 13. To utilize the services of a contractor when, in the sole judgment of the Employer, such services would be more efficient; and
 14. To establish or change any term or condition of employment which is not specifically covered within this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Employer, the adoption of policies, rules regulations and practices in furtherance thereof, the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therein, shall be limited only by the express terms of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict the Employer in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Employer in any of its rights, responsibilities and authority under any National or State laws or local ordinances.
- D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof, all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Employer not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.
- E. The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency, and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE XXIV

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though each subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXV

NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part from full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action (including picketing and/or lobbying) against the Employer or any of its employees. The Union agrees that such action would constitute a material breach of this contract.
- B. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned, including within twenty-four (24) hours of the action publicly disavowing the action, and advising the Employer, in writing, that the Union did not call for or sanction the action. The Union shall also notify the employees of its disapproval of the action and advise them to immediately cease and return to work immediately.
- C. In the event of a strike, slowdown, walkout or any other job action, it is expressly understood that the Employer reserves the right to discipline all participating employees, including termination of employment of such employee or employees.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Union or any of its members.
- E. It is expressly understood that the Employer shall not be required to negotiate with the Union under any conditions so long as any of the employees are engaged in any form of job action.
- F. It is expressly understood that this Article shall survive the Agreement.
- G. In the event of activity aforementioned, the Employer shall cease making deductions under the "dues deductions" clause herein.

ARTICLE XXVI

PERSONNEL FILES

- A. An employee shall have the right to examine his/her personnel file. The employee may have his/her Union Representative present when he/she examines the file. Examination shall be during regular business hours, provided there shall be no disruption of the employee's work duties, with three (3) work days advance notification given to the Department Head.
- B. Employees may request copies of particular documents and/or take notes regarding the contents of the file. If an employee disagrees with any of the information contained in his/her file, the employee and the Administrator may agree upon removal or correction.
- C. All disciplinary notices and/or warnings shall be removed from an employee's personnel file three (3) years from the date of the infraction which resulted in the discipline.

ARTICLE XXVII

UNION BUSINESS

- A. The Employer's responsibility in the administration of all union matters shall be with the Chief Steward and Local 1038. Whenever notice to, or official dealings are required with the Union, the Chief Steward shall be the designated representative in the workplace.
- B. In accordance with Sections C and D below, the Union Stewards shall be afforded the opportunity to engage in the adjustment of grievances with the Employer's representatives.
- C. The Union Stewards shall not leave their job without the permission of their Supervisor, and shall not contact another employee on Union business without prior permission of that employee's Supervisor.
- D. Under no conditions shall the Union Stewards interfere with the performance of the work of others.
- E. The Union Stewards have no authority to give orders regarding work to any person employed by the Employer, by virtue of their position as a Union Steward.
- F. The Union shall notify the Employer immediately following the selection or replacement of its Union Stewards.
- G. The Employer agrees that the Union Stewards will not be discriminated against for the performance of their faithful duties on behalf of the Union pursuant to the parameters established herein.

ARTICLE XXVIII

EMERGENCY CLOSINGS

- A. All employees will be expected to report as scheduled unless notified that the Facility will be closed for any reason.
- B. It is expressly understood that should the Municipal Building or any individual Facility be closed due to any emergency, that members of this Bargaining Unit shall not receive any form of compensation due to such closing. Such emergencies include, but are not limited to, snowstorms, hurricanes, power failures, bomb threats, fires, etc.
- C. The Employer reserves the absolute right and sole discretion to determine whether the Municipal Building or any individual facility shall be closed by reason of emergency.
- D. Any delayed openings, early closings or additional days off granted by the Township Committee or Township Administrator shall not be considered precedent setting or constitute a past practice for said time off.

ARTICLE XXIX

COMPENSATORY TIME

- A. Bargaining Unit employees will be eligible to accrue compensatory time off in lieu of overtime pay to a maximum of sixty four (64) hours in any given year. Such compensatory time shall accrue at the employee's overtime rate of pay. Compensatory time must be used in eight (8) hour increments only, unless exceptions are approved by the Road Superintendent. Employees must notify the Road Superintendent of their intent to accumulate compensatory time immediately after overtime is worked. Employees must notify the Road Superintendent of their desire to use compensatory time off three (3) days prior to utilizing same. The Employer retains the right to refuse such requests if deemed in the best interest of the Township.

Bargaining Unit employees must use their compensatory time in the year it is earned, or be paid overtime for such time by December 31st of each year. There shall be no carry over of compensatory time from year to year.

ARTICLE XXX

UNIFORMS

- A. All Bargaining Unit employees shall be provided, at no cost to the employee, uniforms as follows:
1. One pair of safety shoes per year, with a maximum cost not to exceed the following:
 - a. 2012 - \$140.00 maximum
 - b. 2013 - \$140.00 maximum
 - c. 2014 - \$140.00 maximum
 2. Employees may select their own safety shoes up to the maximum allocation provided each year, provided shoes meet safety requirements and are approved by the Department Head.
 3. Work gloves as needed and as determined by the Employer.
 4. Protective clothing as needed and as determined by the Employer.
 5. Shields or goggles as needed and as determined by the Employer. No prescription goggles or glasses will be provided by the Employer.
 6. Daily uniforms, including cleaning, will be provided at no cost to the employee. Selection of uniforms shall be at the discretion of the Department Head.
 7. One pair of cold weather overalls shall be purchased in 2013, as approved by the Department Head, with a maximum cost not to exceed \$110.00. Overalls shall be purchased every other year.
- B. All employees must wear shoes, uniforms, and safety equipment as provided by the Employer. Employees will not be permitted to work without proper shoes, uniforms or safety equipment and will be docked time as a consequence for their failure to wear said shoes, uniforms, or safety equipment as prescribed by the Employer. Unit employees who abuse uniform and safety rules as determined by the Employer will be subject to disciplinary action.
- C. If any employee damages or destroys their work shoes in the performance of their work duties, the Township will replace said shoes at the Township's expense. Decisions in this regard will be at the sole discretion of the Employer.

ARTICLE XXXI

EDUCATIONAL INCENTIVE

The Township agrees to reimburse unit members the full cost of tuition for specialized certification courses directly related to unit members job title and responsibilities. Proof of successful completion of such courses will be required prior to reimbursement.

Enrollment in any such course must have the prior approval of the Department Head and will be at the sole discretion of the Township.

ARTICLE XXXII

TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of January 1, 2012, and shall be in effect to and including December 31, 2014.
- B. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90) day immediately proceeding the termination date of this Agreement.
- C. IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Colts Neck, New Jersey, on this 14th day of August, 2012.

FOR THE UNION

FOR THE TOWNSHIP

BY: Kevin P. Tauro
Kevin Tauro, President, CWA Local 1038

BY: Jarrett R. Engel
Jarrett R. Engel, Mayor

BY: Glenn Richardson
Glenn Richardson, Chief Steward

BY: Robert Bowden
Robert Bowden, Township Administrator

BY: Dennis Jenzer
Dennis Jenzer, Negotiator