

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2019 thru 12/31/2021.

Employer: Township of Galloway

County: Atlantic

Date: 10/15/2019

Name: Cheryl Prakash

Print Name

Title: Executive Secretary

Cheryl Prakash

Signature

Digitally signed by Cheryl Prakash
DN: cn=Cheryl Prakash, o=Township of Galloway,
email=cheryl.prakash@twp.galloway.nj.us,
c=US

AGREEMENT

BETWEEN

THE TOWNSHIP OF GALLOWAY

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 68
CLERICAL UNIT**

January 1, 2019 through December 31, 2021

ARTICLE ONE

PREAMBLE

This Agreement entered onto this 3rd day of October 2019, by and between the TOWNSHIP OF GALLOWAY, in the County of Atlantic, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township", or its successors, and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 68, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues raised between the Township and the Union.

ARTICLE TWO

RECOGNITION

- A. The Township recognizes the Union as the sole and exclusive collective bargaining agent and representative for all full-time and regular part-time employees of the Township employed in job classifications as follows:

UNIT: All full-time and part-time Clerical non-supervisory employees.

- B. Part-time employees shall not include high school or college students working for the Township as part of an educational program for which they receive some type of educational credits or seasonal employees.
- C. The term "temporary" shall be defined as all employees who are hired for a finite period of time or to perform a specific task with no expectation of further employment beyond that time or task.
- D. The term "confidential" shall be defined, as employees whose functional responsibilities or knowledge in connection with the issues involved in the collective negotiations process would make their membership in any negotiating unit incompatible with their official duties.
- E. The title "employee" shall be defined to include the plural as well as the singular and to include males and females.
- F. Full-time employees are those who work a minimum of thirty-five hours per week and are not temporary or seasonal.

ARTICLE THREE

MANAGEMENT RIGHTS

- A. It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is a right and responsibility of the Township of Galloway.

Accordingly, the Township hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the municipal government and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
2. The determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees;
3. The reprimand, suspension, demotion or discharge of employees or other disciplinary action;
4. The transfer, assignment, reassignment, layoff and/or recall of employees to work;
5. The determination of the number of employees and of the duties to be performed and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
6. The maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
7. The determination of staffing patterns and areas worked, the control and regulation of the use of facilities, supplies, equipment, materials and other property to the employer;
8. The determination of the number, location and operation of divisions, department, units and all other work groups of the employer, the

assignment of work, the qualifications required, the performance standards and the size and composition of the work force;

9. The determination of the amount of overtime to be worked/comp time to be given;
 10. The determination of the methods, means and personnel by which its operations are to be conducted;
 11. The determination of the content of work assignments;
 12. The exercise of complete control and discretion over its organization and the technology of the performance of its work; and
 13. The making, maintenance and amendments of such operating rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the Township.
- B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the municipality, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion with the implementation thereof, shall be limited only by the specific and express written terms of the Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.
- C. It is understood and agreed that the municipality, at its sound discretion, possesses the right in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the municipality, except as modified by this Agreement.

ARTICLE FOUR

RULES AND REGULATIONS

- A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.
- B. All present written rules and regulations shall be provided to the Union.
- C. All additional written work rules and regulations shall be provided to the Union immediately upon promulgation.

- D. The Township agrees that no additional duties or responsibilities will be added to any classification covered by this Agreement without prior agreement of the Union.

ARTICLE FIVE

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all of the terms and conditions governing the employment of employees in the Unit. Any amendments or supplements agreed to by the parties, during the term of this Agreement, will be considered part of this Agreement.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

ARTICLE SIX

SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operations of law and/or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice, by either party to the other, to negotiate concerning the modification or revision of such provision.

ARTICLE SEVEN

LOYALTY-EFFICIENCY-NO DISCRIMINATION

- A. Employees of the Township agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the Township and its interest; that they will cooperate with the Township in promoting and advancing the welfare and prosperity of same at all times.
- B. Both the Township and the Union agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, creed,

national origin, political affiliation or union affiliation or any other classification protected by State or Federal Law.

- C. All references to employees in this Agreement designate both sexes and wherever male or female gender is used, it shall be construed to include male and female employees.
- D. The Township agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, or coercion by the Township or any Township representative, against any employee because of union membership or because of any employee activity in the Union.
- E. The probationary period is six (6) months from date of hire.

ARTICLE EIGHT

ACCESS TO PREMISES

The Township agrees to permit representatives of the Union to enter the premises of the Township for individual discussion of working conditions with bargaining unit employees, adjustment of grievances and future contract negotiations, so long as prior notice is given to and prior approval is obtained from the Township Manager. Said access shall not be unreasonably denied. The Union's access under this provision shall be done in such a manner so as to limit disruption to the work day, to the extent possible.

ARTICLE NINE

DUES DEDUCTIONS AND AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123 Public Laws of 1974, NJSA (R.S.) 52:14-15.9e, as amended. Said monies, together with records of any corrections, shall be paid and transmitted to the Financial Secretary of the Union on the first of the month following thirty (30) days of employment.
- B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Township CFO on the first of the month following thirty (30) days of employment.
- C. If during the life of the Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the

Township an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

- D. The Union will provide the necessary "check-off authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Payroll Coordinator.
- E. In accordance with the Workplace Democracy Act, employees who wish to cease payroll deductions for union fees may do so by providing written notice to the Township during the ten (10) days following each anniversary date of their employment.
- F. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deductions.
- G. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit, and not only for members in the Union.

ARTICLE TEN

TABLE OF ORGANIZATION

- A. The Township agrees to provide the Union with a full and complete Table of Organization, and agrees to provide the Union with an updated Table of Organization within ten (10) days of any change.
- B. In accordance with the Workplace Democracy Act, member information shall be provided to the Union every one hundred and twenty days. Member information will also be provided for new hires.

ARTICLE ELEVEN

MAINTENANCE OF WORK OPERATIONS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any other person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union

agrees that such action would constitute a material breach of this agreement and could result in disciplinary action (including termination) to any/all employees who have engaged in such activity.

- B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

- B. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

- D. The Township agrees that it will not engage in the lockout of any of its employees.

ARTICLE TWELVE

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

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

- C. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

- D. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

- E. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step 1: The aggrieved or the Union shall institute action under the provisions herein within fifteen (15) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Division Manager/Department Head or his/her designated representative for the purpose of resolving the matter informally. Failure to act within said fifteen (15) work days shall be deemed to constitute an abandonment of the grievance.

Step 2: If no agreement can be reached orally within fifteen (15) work days after the initial discussion with the Division Manager/Department Head, the employee or the Union may present the grievance in writing within fifteen (15) days thereafter to the Division/Department Head, or his/her designated representative. The written grievance at this Step shall contain the relevant facts, the applicable section of the contract violated and the remedy requested by the grievant. The Division Manager/Department Head will schedule a meeting with the employee and a Union representative within fifteen (15) work days after receipt of the written grievance. The Division Manager/Department Head or his/her designated representative will answer the subject of the grievance in writing within fifteen (15) work days of said meeting.

Step 3: If the Union wishes to appeal the decision of the Division Manager/Department Head, such appeal shall be presented in writing to the Township Manager within fifteen (15) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Manager will schedule a meeting within fifteen (15) work days after receipt of the written submission. The Township Manager shall respond in writing within twenty-five (25) work days of said meeting.

Step 4: If the grievance is still unsettled, either party shall have the right within twenty (20) work days to submit the dispute to arbitration pursuant to the rules of the Public Employment Relations Commission. The costs for the service 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 the same.

- F. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- G. The arbitrator shall be bound by the provisions of the Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the

application of the facts presented to him/her 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.

- H. Upon prior notice to and authorization of the Township Manager, no more than two (2) Union representatives shall be permitted as members of the grievance committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.
- I. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE THIRTEEN

DISCIPLINE

- A. The parties recognize the concept of progressive discipline. Discipline may include any or all of the following:
 - 1. Verbal reprimand.
 - 2. Written reprimand.
 - 3. Suspension without pay.
 - 4. Termination.
- B. The Township may utilize any or all of the above types of discipline depending upon the severity and/or the repetitive nature of the conduct to be disciplined.
- C. Employees shall receive an employee meeting with his/her Division Manager/Department Head whenever disciplined. The type of discipline and results of the meeting, along with any employee response, shall be recorded and placed in the employee's personnel file. An employee shall be entitled to Union representation at the meeting upon request. However, the scheduled meeting shall not be delayed except by mutual consent.

- D. The employee and Union Office shall receive written notice of any written disciplinary action in the form of a disciplinary notice. A disciplinary notice shall detail the infraction, the rules/regulations alleged to have been violated and the intended discipline to be imposed. The notice may be made by fax, e-mail or regular mail.

ARTICLE FOURTEEN

HOURS OF WORK AND OVERTIME

- A. All full-time bargaining unit employees shall continue to work the same number of normal work day hours per week as they presently work.
- B. The work week shall consist of seven (7) consecutive days, beginning at 12:01 am Sunday and ending at 12:00 midnight Saturday. The work day shall be the period of twenty-four (24) hours starting and ending at midnight.
- C. Non-shift employees shall work five (5) consecutive days, Monday through Friday, starting at 8:30 am. All employees shall be scheduled to work seven (7) hours during a work day, and thirty-five (35) hours per work week.
- D. Rotating shift employees on the night shift who lose one hour of work due to change from standard to daylight savings time shall be given the opportunity to make up that hour.
- E. Upon notice, starting and stopping times, lunch breaks and days of work may be modified by mutual agreement between the employee and the Township.
- F. The Township has installed time clocks, and employees shall "punch in" and "punch out" at their respective starting and stopping times or as directed by Management.
- G. All work performed outside of the normal seven (7) or eight (8) hours per day, whichever may be applicable, shall be considered overtime and shall be paid for at the rate of time and one-half the regular hourly rate of pay, unless sick time is used on the day of the scheduled overtime. For any sick time used prior or subsequent to scheduled overtime, employee will be required to provide a doctor's note. Otherwise, the scheduled overtime will be paid at straight time up to the amount of sick time used. Double time shall be paid for all hours worked on the seventh consecutive day of work. Time worked shall be considered as any time off duty with pay, except sick leave. Overtime shall be compensated in one-quarter (1/4) hour units, fractional portions being counted as a full quarter (1/4) hour. Overtime shall be held to within classification where possible.

- H. An employee may request compensatory time off in lieu of pay. Comp time will be banked at the same rate as paid time. An employee shall be able to accumulate a "bank" of a maximum of 80 hours compensatory time for employees working seven (7) hours per day and 90 hours for employees working 8 hours per day, to be taken as scheduled and mutually agreed to by the employee and his/her immediate supervisor. If the employee cannot or does not use the accumulated compensatory time off by the end of the next calendar year, he/she may be paid for said time at his /her regular base rate of pay.
- I. There shall be no pyramiding of overtime payments.
- J. No employee shall be required to work more than fourteen (14) to sixteen (16) continuous hours, depending upon their normal shift of hours. Any employee working above fourteen (14) to sixteen (16) continuous hours shall receive a seven (7) to eight (8) hour rest period (depending upon which regular shift the employee works) without compensation. However, if this rest period includes any time within the employee's regular scheduled work day, he/she shall receive his/her normal compensation for that time.
- K. Overtime opportunities shall be distributed as equitably as possible, and all overtime refusals shall be credited as time worked for purposes of overtime eligibility. All individual departments shall maintain and post an overtime list.
- L. If any employee is recalled to duty, either before the beginning or after the completion of his/her normal shift, he/she shall receive a minimum guarantee of three (3) hours compensation at the overtime rate, except for the court clerks, who shall receive the minimum only, for the first time he/she is called out on a given day. The minimum pay provision does not apply to prearranged scheduled overtime. The minimum guarantee shall apply provided said recall is not contiguous with the employee's normal work day. The Township shall have the right to retain the employee on duty for the minimum time period required.
- M. All overtime must be approved in advance by the Division Manager/Department Head and the Township Manager (excluding emergency situations).
- N. The Township shall by April First (1st) of each year provide to each bargaining unit member a statement listing their unused paid leave as of December 31st of the preceding year.

ARTICLE FIFTEEN

TEMPORARY ASSIGNMENTS

- A. Any bargaining unit employees temporarily assigned to a classification having a higher wage scale for a period in excess of fifteen (15) days shall receive the pay

rate of that higher classification starting on the sixteenth (16th) day, retroactive to the first day worked in that higher classification. Paid time off shall not be considered a work day for the purpose of this section.

- B. Any bargaining unit employee temporarily assigned to a classification not covered by this Agreement having a higher wage scale for a period in excess of fifteen (15) days, shall receive the pay rate of the higher classification starting on the sixteenth (16th) day. The rate of pay shall be the entry-level rate for the higher classification retroactive to the first day (except for Titles whose job descriptions require them to perform the duties of the higher classification). Paid time off shall not be considered a work day for the purpose of this section.
- C. When an employee is to be compensated according to Section A and B above, he/she shall be placed on the Salary level in the appropriate job category which provides a salary closest to the employee's present salary, but no less than the employee's present salary.

ARTICLE SIXTEEN

HOLIDAYS

- A. All full-time bargaining unit employees shall receive the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
4 th of July	Christmas Day

- B. If a holiday falls on a Sunday, it shall be observed on the following Monday. In the event that a holiday falls on a Saturday, it shall be observed on a Friday.
- C. When an employee is called upon to work on such designated holiday, during normal work hours, they shall be paid two (2) times their regular rate of pay for all hours worked on such holiday.
- D. When an employee is called upon to work on such designated holiday, outside normal work hours, they shall be paid two (2) times their regular rate of pay for all hours worked on such holiday.
- E. In the event a legal or official holiday occurs while an employee is on sick leave, he/she shall not have such holiday charged against his/her sick leave. A call out

the day before or the day after a holiday will have to have a doctor's note for payment of holiday.

- F. In the event a legal or official holiday occurs during an employee's vacation leave, he/she shall not have such a holiday counted as a day of his/her vacation.

ARTICLE SEVENTEEN

JOB POSTING

- A. If the Township determines the need to fill a vacancy in classifications covered by this Agreement, written notice of the opening, indicating the position, pay rate and necessary qualifications shall be posted on the Union bulletin board for a period of seven (7) working days. Any employee covered by this Agreement may signify to the Township in writing during that period an interest in being considered for the opening. The Township shall make its selection from the employees who applied on the basis of its judgment of the qualifications, skill and ability and personnel record of those applying, giving preference to the senior applicant. If no employee covered by this Agreement has applied or the Township determines that no applicant has the appropriate qualifications, the vacancy may be filled by other means.
- B. Any employee promoted so as to assume additional responsibilities or duties in a classification having a higher salary range, shall be increased to the minimum of the new salary range or by five (5%) percent of their present salary range, whichever is higher.

ARTICLE EIGHTEEN

PERSONAL DAYS

- A. Full-time permanent employees shall be entitled to three (3) days a year of leave for personal, business, household or family matters described in this section and shall be non-accumulative.
- B. Probationary employees shall accrue one (1) personal day for every four (4) complete months of service and shall continue to accrue personal days on the same basis after they are made permanent until the end of the calendar year in which they became a permanent employee. Thereafter, they shall accrue personal days pursuant to Section A above. Probationary employees shall be entitled to use personal days during their probationary period.
- C. Part-time employees shall not be entitled to personal days.

- D. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work of day.
- E. Personal, household or family refers to matters when an employee's absence from duty is necessary for the welfare of the employee or his family.
- F. Employees who wish to take a personal day must submit the Galloway Township Employee Request for Time Off form to their immediate supervisor. Requests for personal days must be submitted forty-eight (48) hours in advance except where emergency circumstances prevent the employee from doing so.
- G. Personal days may be taken any time during the year.
- H. Personal days will not be deducted from vacation, holiday or sick leave.
- I. An employee who terminates his/her employment with the Township or whose employment is terminated with the Township shall be entitled to personal days on a pro-rated basis. In the year of an employee's separation, the amount of personal hours taken in excess of hours accrued will be deducted from employee's final paycheck.

ARTICLE NINETEEN

VACATION

- A. A full-time employee, during his/her probationary period, shall not be entitled to take any vacation time.
- B. All full-time employees shall be entitled to accrue one (1) working day of vacation for each month up to ten (10) days for service up to and including December of the year in which the employee completed his/her probationary period. While an employee is within his/her probationary period, vacation time will accrue, but may not be taken. If an employee leaves either during or upon the expiration of his/her probationary period, he/she shall not be entitled to any time off or compensation for vacation time accrued during the employee's probationary period.
- C. All full-time employees shall be entitled to paid vacation according to the following schedule:

<u>YEARS OF SEVICE</u>	<u>NUMBER OF VACATION DAYS</u>
<u>UP TO 1 YEAR</u>	<u>10 WORKING DAYS</u>
<u>2nd through 5th YEAR</u>	<u>11 WORKING DAYS PER YEAR</u>

6th through 10th YEAR	13 WORKING DAYS PER YEAR
11th through 19th YEAR	19 WORKING DAYS PER YEAR
20 YEARS through 24 YEARS	22 WORKING DAYS PER YEAR
25 YEARS and UP	25 WORKING DAYS PER YEAR

- D. Employees may not use more than thirty (30) days within one (1) year. As per Ordinance 1068 of 1991, vacation time accumulated through 12/31/91 shall continue to be credited to employees. Vacation time earned on or after 1/1/92 may be carried over for one year. Those vacation days, if unused, will be lost unless extended by the Township Manager with Department Head recommendation. Vacation days remaining upon retirement will be paid to the employee at the rate of pay at the time of retirement. The method of payment shall be determined on a case-by-case basis by the Township Manager. Payment may be made in one lump sum if feasible and requested by the employee one (1) year before retirement. The maximum payment schedule shall be six (6) equal monthly installments paid to the employee.
- E. A vacation period shall consist of no less than three (3) consecutive work days. Vacation periods of less than three (3) days may be taken upon approval and within the sole discretion of the Department Head.
- F. Requests for vacation leave shall be submitted by the employee in writing to the Department Head at least three (3) weeks prior to the requested vacation, except in cases of emergency. Request for individual vacation days may be made providing employee gives seventy-two (72) hours notice prior to the requested vacation day. Approval or denial of said request must be done within seventy-two (72) hours of receipt of application.
- G. Vacation leave shall be scheduled to eliminate, as far as practicable, the necessity of engaging temporary personnel to perform the duties of the vacationing employee.
- H. No changes in vacation leave schedules shall be permitted without the consent of the Department Head.
- I. All vacations shall be subject to adjustment by the Township on the basis of emergency only.
- J. Vacation requests submitted to the Department Head in writing prior to March 15 of each year shall be granted on the basis of seniority, except where the senior person or persons submitting the vacation request have certain expertise within the department precluding vacation being granted at the time requested. Vacation requests submitted after March 15 of any calendar year shall be granted on a first-come, first-served basis.

- K. Any month in which an employee is absent for more than fifty percent (50%) of his/her scheduled work days in any given month, due to disciplinary suspension or absence without pay, said employee shall not accrue any vacation time for that month.
- L. An employee who terminates his/her employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rated basis.
- M. Each employee may sell up to five (5) vacation days back to the Township annually. Notification of intent to sell back vacation days shall be made no later than November first of that year and will be paid in the first paycheck of December, unless the budget does not permit. In this case, payment will be made by January 15th. Vacation buy back will be paid at the employee's rate of pay of the year earned.

ARTICLE TWENTY

LAYOFFS

- A. If a layoff occurs, employees being laid off shall have the right to bump other employees within the same classification within the same department in order of seniority.
- B. The last employee bumped within the department shall have the right to bump a less senior employee within the same classification within the Township, if the employee wishing to bump is qualified to do the work of the employee bumped.
- C. Employment within the same classification shall not automatically make an employee qualified to do the work of any other employee within the same classification.
- D. An employee being laid off shall have the right to bump another employee in a lower job classification provided the employee has the necessary skill, ability and licenses/certifications required to perform the required work.
- E. The Township agrees to meet and confer with the Union at least thirty (30) days prior to any layoff to discuss the effects of the layoffs. Any dispute over bumping rights shall be raised by the Union ten (10) days prior to layoff.
- F. An employee of the Township who is laid off shall receive payment for unused sick leave at the rate of fifty percent (50%) reimbursement for said days not to exceed \$10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of separation of service.

ARTICLE TWENTY-ONE

PERSONNEL FILES

- A. The Township shall establish personnel files or confidential records, which shall be maintained under the direction of the Township
- B. Employees covered under this Agreement may, by reasonable request during normal business hours, review in the presence of an individual designated by the Township or his/her designee any written evaluation reports or written complaints which may be contained in his/her personnel file.
- C. Whenever a written complaint or disciplinary report or action concerning an employee is placed in his/her personnel file, a copy shall be furnished to him/her and the Union. He/she shall be given the opportunity to rebut same in writing if he/she so desires.

ARTICLE TWENTY-TWO

MEAL AND TRAVEL ALLOWANCES

- A. All employees at the end of their shift who are required to stay overtime are permitted to take a fifteen (15) minute break.
- B. Employees receiving prior approval to attend conventions, conferences, seminars, training sessions or other meetings, either required by the Township or in the performance of their official duties for the Township, may receive per diem travel expenses, hotel lodgings, meal allowance and incidental expenses related thereto as approved in advance in writing by the Township Manager.
- C. Employees with valid driver's licenses will have access to municipal pool vehicles for work related use; subject to the Township Manager's prior approval. Work use of personal vehicles for reasons other than the employee's personal convenience will be reimbursed at the current IRS rate.
- D. The Fire Official Title will continue to be provided with a Township vehicle.
- E. All employees who work "snow duty" shall receive a fifteen dollar (\$15.00) meal allowance during such after hours' service.

ARTICLE TWENTY-THREE

SHOP STEWARD/PRESENCE OF INDIVIDUALS

A. Shop Steward:

1. The International Union of Operating Engineers shall appoint an employee of the Township of Galloway and member of the local union as the Shop Steward for the duration of this agreement and in his/her absence, another local union Township of Galloway employee as the alternate Shop Steward, and they shall be granted all the rights and privileges of that position.

B. Presence of Individuals:

1. The Shop Steward or his/her alternate whose presence is required in a grievance procedure, shall be released from work without loss of pay for such purpose. Any individuals employed by the Township reasonably required as a witness in arbitration proceedings under this Agreement shall be made available during working hours without loss of any pay. The Township will allow a maximum of two employees to serve on future negotiations with the Township of Galloway without loss of pay or seniority. If meetings go beyond normal hours of work, there will be no type of compensation.
2. Any time off by employees of the Township to attend to union business that does not affect the working environment of the members employed by the Township of Galloway will be without pay and without loss of seniority and will be based on staffing needs of the Township. Union Employees and Union Representation will utilize their own time for Union meetings, seminars, conventions, etc.

ARTICLE TWENTY-FOUR

EMPLOYEE QUALIFICATIONS

- A. If an employee loses his/her driver's license or for any reason is no longer qualified for his/her present position with the Township, the Township shall attempt to place the employee in another position, if a vacancy exists and the employee is qualified to perform the job duties of this position.
- B. Inspectors shall be appointed for the time periods as specified by the Uniform Construction Code.

- C. Employees shall recognize their employment with the Township as their primary employment and shall not let any outside employment interfere with their primary employment with the Township.
- D. The employee shall inform his/her Department Head of any outside employment, including the name and address of the employer.

ARTICLE TWENTY-FIVE

EMPLOYEE EVALUATION

- A. All full-time permanent employees shall be evaluated, annually, by the Department Head.
- B. After the evaluation is made by the Department Head, it shall be reviewed privately with the employee and forwarded to the Township Manager. The employee will receive a copy of his/her evaluation form and shall have the opportunity to review it with the Manager after their review with the Department Head. These evaluation forms will become a permanent part of the employee's personnel record.
- C. After the employee has reviewed his/her evaluation form and has had the opportunity to review it with the Manager, after their review with the Department Head, the employee shall have the right to respond, in writing, to the employment evaluation if he/she so desires. The response shall be attached to the evaluation.
- D. The Township Manager's decision on the appropriateness of an evaluation shall be conclusive, and the appropriateness of the evaluation shall not be subject to the grievance procedure.

ARTICLE TWENTY-SIX

TERMINAL LEAVE

- A. An employee who retires shall be entitled to receive payment for unused sick leave accrued before December 31, 1991 at a rate of one hundred (100%) percent. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of retirement. This payment is to be made in the month of January following retirement.
- B. An employee shall be entitled upon retirement to payment for all unused sick leave accumulated after 12/31/1991 at a rate of fifty (50%) percent reimbursement for said days not to exceed \$10,000.00. The rate of pay for this

reimbursement shall be computed at the employee's daily rate of pay as of the date of retirement. Payment is to be made in the month of January following retirement.

- C. An employee who resigns in good standing or who retires pursuant to the Public Employee Retirement System with a minimum of ten (10) years continuous years of service as a permanent full-time employee of the Township shall receive payment for unused sick leave at the rate of fifty (50%) percent, reimbursement for said days not to exceed \$10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of resignation or deferred retirement. This payment is to be made in the next payroll period following resignation or deferred retirement.
- D. In the event an employee dies while employed by the Township, the Township will pay to the employee's estate, payment for unused sick leave at the rate of fifty (50%) percent reimbursement for said days not to exceed \$10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of death, regardless of the number of years of service.
- E. In the event an employee dies in the line of duty before retirement, the Township will pay to the employee's estate an amount equal to one-half (1/2) of accumulated sick time. "Line of duty" is defined as normal working hours including overtime.

ARTICLE TWENTY-SEVEN

MILITARY LEAVE

- A. Military leave will be granted in accordance with applicable Federal and New Jersey State Statutes.

ARTICLE TWENTY EIGHT

LEAVES OF ABSENCE WITHOUT PAY

- A. A permanent full-time employee may be granted leave without pay for a period not exceeding three (3) months during a calendar year for specific personal reasons, or other reasons deemed in the best interests of the Township when recommended by the Department Head and approved by the Township Manager.
- B. Applications for leave without pay must be submitted twenty (20) days in advance, in writing to the employee's Department Head, stating the employee's

reason for requesting such leave and containing a statement that he/she intends to return to the Township's service after the expiration of such leave.

- C. Employees may not be gainfully employed during the period of such leave.
- D. Falsification of the reason for leave, or failure to return at the expiration of the leave, may be considered reason for discharge.
- E. Maternity Leave:
 - 1. See Family and Medical Leave Act below.
 - 2. Upon written request and certification from the employee's physician that additional time is needed, the Township, in its sole discretion, may extend maternity leave beyond three (3) months.
- F. During the period of leave of absence without pay, an employee shall not continue to accrue seniority, but shall not lose any seniority already accrued.
- G. Family and Medical Leave Act:
 - 1. Eligible employees wishing to take Family or Medical Leave may do so under the provisions of the New Jersey and Federal Family and Medical Leave Acts.

ARTICLE TWENTY-NINE

JURY DUTY

- A. Any permanent full-time employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court shall receive full pay from the Township and shall sign over to the Chief Financial Officer of Galloway Township all monies received for services, excluding mileage reimbursement, on such jury duty to the following requirements:
 - 1. The employee must notify his/her supervisor immediately upon receipt of a summons for jury duty.
 - 2. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the Township.
 - 3. When jury duty is completed prior to 12:00 pm, the employee is required to report to work. If employee does not report to work, pay for that day will be forfeited.

4. No employee is attending jury duty during vacation and/or other time off from Township employment.
5. The employee must show adequate proof of all time served on the jury and the amount received for such service.

ARTICLE THIRTY

UNIFORM ALLOWANCE

- A. All uniforms worn as a job requirement will be provided or paid for by the Township.
- B. The Township agrees to provide all Assessors and Code Enforcement personnel with hard hat, gloves, and safety glasses.

ARTICLE THIRTY-ONE

CONTINUING EDUCATION

- A. When the Township requests or requires an employee to take a course and designates the course to be taken, the Township shall pay for any tuition, fees, book costs or other direct out-of-pocket expenses incurred in the completion of said course, upon submission of written verification of expenses and satisfactory completion of the course.
- B. The Township shall pay all costs associated with obtaining and maintaining required certifications and licenses, if approved by the Department Head.
- C. Employees shall be released from work time without loss of pay to attend any courses required by the Township or legally required for license renewal if approved by their Department Head and the Township Manager. If an employee must take a course after work hours, the employee will not receive pay or comp time.
- D. Course and certification premium:
 1. Inspections: each additional license that an inspector holds that does not pertain to their job/position will receive \$500.00 each year per license annually paid in a separate check. Should a need arise within the Township for the use of said license, i.e., the absence of the regular inspector, the license holder will perform the necessary inspections on a temporary basis.
 2. Employees required by job description to hold a certification will not be entitled to additional compensation.

3. If an employee leaves employment and is hired at another job that utilizes their certification within five (5) years of the certification being paid by the Township, the employee agrees to pay back the cost of the course prorating over a five (5) year period as follows: one (1) year = 100%, two (2) years = 80%, three (3) years = 60%, four (4) years = 40%, five years = 20%. The employee will have three (3) months to pay back the course monies.

ARTICLE THIRTY-TWO

SICK LEAVE

- A. Sick leave is hereby defined to mean absence from post of duty by an employee by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of attendance of the employee upon his/her spouse, child or parent who is ill and requires the attendance of the employee. This is subject to verification.
- B. All full-time employees covered by this Agreement shall be granted sick leave with pay. Sick leave is earned at a rate of one (1) day per month of service the first calendar year of employment.
- C. Sick leave is earned at a rate of one and a quarter (1.25) days for every month of employment for every year thereafter for a yearly total of fifteen (15).
- D. Sick leave not used during any calendar year shall be entitled to an employee's credit from one year to the next. An employee shall be entitled to utilize any or all accumulated leave if and when needed.
- E. Part-time employees are eligible for sick leave in accordance with NJSA 34:11-56a, et seq. (New Jersey Paid Sick Leave Act).
- F. As per Ordinance 1068 of 1991, an employee is entitled to payment for sick leave accumulated prior to 12/31/1991 at a rate of 100% upon retirement. An employee shall be entitled to payment for all unused sick time accumulated after 12/31/1991 upon retirement at a rate of fifty (50%) percent up to \$10,000.00. Payment to be made in the month of January following retirement. Township employees hired 5/1/1991 and thereafter and are employed with the Township for ten (10) or more years, who resign or take a Deferred Retirement according to the provisions set forth in Ordinance 1068 of 1991, shall be entitled to fifty (50%) percent of all accumulated sick leave not to exceed \$10,000.00. Employees terminated for just cause before retirement shall forfeit all accumulated sick leave.
- G. In order to receive compensation while absent on sick leave, an employee shall report his/her absence at least one (1) hour prior to the start of his/her shift where

possible, except where emergency circumstances prevent the employee from doing so. In those circumstances, the employee shall report his/her absence as promptly as possible. Failure to so notify may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

- H. An employee's supervisor may require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the supervisor, when a pattern of abuse is suspected. If the Township requires a physical examination, it shall be performed by a physician selected by the Township and at Township expense.
- I. Any employee who shall be absent from work for three (3) or more consecutive working days for sick leave or leave in attendance of a member of the employee's family as determined in Section A of this Article or for more than seven (7) working days of at least two (2) occurrences in any calendar year, shall be required to submit acceptable medical evidence substantiating the illness and where necessary, substantiating the necessity of the employee attending to a family member determined in Section A of this Article. Any day for which acceptable medical evidence substantiating the illness has been submitted shall not be counted towards the seven (7) days enumerated above.
- J. Abuse of sick leave shall be cause for disciplinary action and may constitute justifiable cause for dismissal.
- K. In case of sick leave due to a contagious disease, a certificate is required from a valid health agency.
- L. Lack of notification within five (5) working days will be considered as termination of employment.
- M. A physician's certificate will be required for absences of three (3) days or more.
- N. Employees will receive \$250.00 for perfect attendance annually.

ARTICLE THIRTY-THREE

INJURY LEAVE

- A. When an employee is injured on duty during the regularly scheduled working hours, he/she will be entitled to Workers Compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34.15).

ARTICLE THIRTY-FOUR

FUNERAL LEAVE

- A. In case of death in the immediate family of an employee, the employee will be given up to five (5) working days leave of absence with pay. Immediate family shall include spouse and children, Civil Union/Domestic Partner, mother or father, father-in-law, mother-in-law, grandparent, sister or brother, grandchildren, daughter-in-law, son-in-law of employee, step mother, step father and legal step children.
- B. In case of a death in family of an employee, the employee will be given up to three (3) working days leave of absence with pay. Family shall include employee's aunt and uncle, and brother-in-law and sister-in-law.
- C. Upon recommendation of the Department Head and approval by the Township Manager, additional time may be granted pursuant to this Article where circumstances justify such an extension; however, the extended time will utilize sick, personal or vacation time of that individual.
- D. Funeral leave in this Article may be used non-consecutively, but it must be used within thirty (30) days of the date of death.

ARTICLE THIRTY-FIVE

HEALTH BENEFITS

- A. The Township of Galloway shall participate in the New Jersey State Health Plan and provide prescription benefits through the same.
- B. The Township will provide dental coverage at existing levels.
- C. The Township reserves the right to make changes to these insurance coverages and/or carriers in accordance with applicable statutes and regulations. Unless otherwise required by law, benefits shall be substantially equivalent to those provided above. The Union shall receive prior notice of any such changes.
- D. All full-time permanent and part-time employees working thirty (30) or more hours per week will be eligible to receive full health benefits in accordance with the Affordable Care Act.
- E. If an employee opts not to have health and dental insurance coverage, they may receive a yearly one lump sum of three thousand dollars (\$3,000) paid the first pay period in November (subject to statutory restrictions regarding duplicate coverage). If an employee opts out of health insurance, but maintains dental

coverage, they will receive twenty-seven hundred dollars (\$2,700). Should an employee leave employment prior to year's end, they will be pro-rated for time employed.

- F. Employees who opt to receive health care coverage from the Township agree to pay the required amount per New Jersey State Statute (i.e., Chapter 78). Said contribution shall remain in effect until otherwise negotiated (as required by law), unless such change is otherwise required as a result of a change in the Statute.

ARTICLE THIRTY-SIX

BULLETIN BOARDS

- A. The Township agrees to furnish bulletin board space to be used exclusively by the Union. That space is to be no more than an area of four (4) feet by three (3) feet located in all Municipal Buildings where Union members work.
- B. Only material authorized by the signature of the Union Business Manager, President, Steward or alternate shall be permitted to be posted on said bulletin board.
- C. The Township may remove from the bulletin board any material, which does not conform to the intent of the above provisions of this article.
- D. When a position/vacancy is to be filled by the Township for any position covered by this Agreement, the Township shall give written notice posted on the Union bulletin board, at least seven (7) working days prior to the date of application being closed. The notice shall contain the following format:
 - 1. Date of Posting.
 - 2. Date of Application Closure.
 - 3. Position Title.
 - 4. Description of Position.
 - 5. Requirements for Position.
 - 6. Application Instructions.

ARTICLE THIRTY-SEVEN

PAY DAY

- A. The normal payday for employees shall be as present practice (Fridays). Pay will be distributed at established locations for the various departments.

ARTICLE THIRTY-EIGHT

WAGES

- A. The Township agrees to make effective the following wage increases for all classifications covered by this Agreement:
1. All employees will receive an increase equal to one thousand dollars (\$1,000.00) or 2% of the employee's base salary increase, whichever is greater, said increase being effective and retroactive to January 01, 2019.
 2. In the contract year beginning January 1, 2020, all employees will receive an increase equal to one thousand dollars (\$1,000.00) or 3% of the employee's base salary increase, whichever is greater.
 3. In the contract year beginning January 1, 2021, all employees will receive an increase equal to one thousand dollars (\$1,000.00) or 3% of the employee's base salary increase, whichever is greater.
 4. The following employees will receive salary adjustments on the date the contract becomes effective. These salary adjustments will be made after the 2019 increase (Article 38A-1) is applied:
 - A. Dennis Krause (Fire Department portion) - \$3,000.
 - B. Lynne Barnes - \$3,000.
 - C. Eric McCarthy - \$5,000.
- B. The Township recognizes a need for Spanish-speaking employees to interact with individuals who come to the municipality who are unable to speak English but speak Spanish. To meet this need, the Township may designate a primary and secondary bilingual employee to interact with Spanish-speaking individuals in connection with Township business. The secondary employee will assist Spanish-speaking individuals when the primary employee is not available. Both the primary and secondary bilingual employees must be fluent in Spanish and must also be able to read and write in Spanish. The primary bilingual employee shall receive an increase in their base salary of \$2,500.00, and the secondary bilingual employee shall receive an increase in their base salary of \$500.00. Said salary increases will not apply to any other employee regardless of that employee's ability to speak Spanish. Additionally, other Township employees who speak Spanish may be expected to use their multilingual skills without additional compensation, should the need arise.
- C. The Township agrees that the starting salary of any new employee will not be more than the lowest paid current employee in the same Title.

ARTICLE THIRTY-NINE

TERM OF AGREEMENT

This Agreement shall become effective January 1, 2019 and shall remain in effect through December 31, 2021.

IN WITNESS WHEREOF, the parties hereto affixed their signature.

TOWNSHIP OF GALLOWAY

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 68-68A-68B, AFL-CIO

By: 

ANTHONY J. COPPOLA
Township Mayor

By: 

THOMAS P. GIBLIN
Business Manager



KELLI DANIELLI
Township Clerk


EDWARD P. BOYLAN
President


RAYMOND SIMONE
Recording Secretary


PATRICK T. GILRANE
Business Representative

8/13/2019
Date of Signatures

10/3/2019
Date of Signatures