

COPY

AGREEMENT

BETWEEN

THE TOWNSHIP OF WASHINGTON

and

LOCAL 125 TEAMSTERS

Dated:

JANUARY 1, 2010

Expires:

DECEMBER 31, 2013

C O N T R A C T P R O V I S I O N S

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THIS MEMORANDUM OF AGREEMENT entered into this 1st day of January, 2010, by and between THE TOWNSHIP OF WASHINGTON, hereinafter referred to as "Township" and TEAMSTERS LOCAL 125, hereinafter called the "UNION."

WHEREAS, the parties have negotiated modifications and amendments to the Collective Negotiations Agreement between the parties for the period of January 1, 2010 to December 31, 2013 and

WHEREAS, the parties have agreed to institute such modifications and amendments into a new complete Collective Bargain Agreement by this Memorandum of Agreement.

All pay will be retroactive as of January 1, 2010.

ARTICLE I EMPLOYEES BASIC RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every eligible employee shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee covered by this Agreement in the enjoyment of any rights conferred by Chapter 303, Public Laws, 1968, or other Laws of New Jersey or the Constitutions New Jersey and of the United States; that it shall not discriminate against any such employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union and its affiliates, his participation

in any activities of the Union and its affiliates, collective negotiations with the Employer or his Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

ARTICLE II UNION RECOGNITION

1) The Employer recognizes the Union as the exclusive representative for all full-time regularly employed individuals, except that there is excluded the following:

a. Superintendent

b. Secretary

c. Persons employed under Government funding programs provided, however, that if any agency of competent jurisdiction or court of competent jurisdiction shall determine other wise, such determination shall govern.

2) The term "Employee and his" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

ARTICLE III FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, nor whether or not within

the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE IV SEPARABILITY AND SAVINGS

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

ARTICLE V SHOP STEWARD

1) The Employer recognizes the right of the membership to elect two (2) stewards for the enforcement of this Agreement. The Union shall furnish the Employer in writing the names of the stewards and notify the Employer of any changes.

2) The authority of the stewards so elected by the membership shall be limited to, and shall not exceed, the following duties and activities:

a. The presentation of grievances in accordance with the provisions of the collective bargaining agreement.

b. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers.

3) Whenever management shall, during working hours, request the presence of a steward to settle grievances or to attend meetings and conferences called by or agreed to by management on contract

negotiations with Township officials, the stewards shall be granted time off with pay to attend such meetings.

ARTICLE VI MAINTENANCE OF WORK OPERATIONS

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

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any is grounds for disciplinary action.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or the activities aforementioned, supporting any such activity by any other employee or group of employees of the Township and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work.

ARTICLE VII MANAGEMENT RIGHTS

1) The Township of Washington hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the

signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. To the executive management and administrative control of Township Government and its properties and facilities and the activities of its employees;
- b. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees. Newly hired employees shall be required to serve a probationary period of six(6) months. CETA employees or employees hired under any funding program shall not gain seniority rights during the period of time of service in any such funding program; and
- c. To suspend, promote, demote, transfer, assign, reassign, discharge or take any other disciplinary action for good and just cause according to law.

2) Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union representatives before they are established.

3) Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 11:40 and 40A, 40:69A-1, et seq., N.J.S.A. 34:13A-1, or any other national, state, county or other applicable laws.

ARTICLE VIII DATA FOR FUTURE BARGAINING

The Township agrees to make available to the Union all public records the Union may require to bargain collectively, providing same is not of confidential nature.

ARTICLE IX SALARIES

1) The base salaries of all employees and pay grades hired prior to 1/1/2010 shall be increased as follows:

DMF SALARY RATE for Employees hired prior to 1/1/2010:

A. Effective 1/1/10 - 12/31/10 "2.75%

A-Man	\$60,272.27
B-Man	\$55,353.50
C-Man	\$47,632.58
D-Man	\$40,333.52
E-Man	\$34,980.71
F-Man	\$31,800.64

B. Effective 1/1/11 - 12/31/11 "2.5%

A-Man	\$61,779.07
B-Man	\$56,737.34
C-Man	\$48,823.39
D-Man	\$41,341.85
E-Man	\$35,855.23
F-Man	\$32,595.66

C.	<u>Effective 1/1/12 - 12/31/12</u>	<u>"2.25%</u>
A-Man	\$63,169.10	
B-Man	\$58,013.93	
C-Man	\$49,921.92	
D-Man	\$42,272.05	
E-Man	\$36,661.97	
F-Man	\$33,329.06	

D.	<u>Effective 1/1/13 - 12/31/13</u>	<u>"2.25%</u>
A-Man	\$64,590.41	
B-Man	\$59,319.24	
C-Man	\$51,045.16	
D-Man	\$43,223.17	
E-Man	\$37,486.87	
F-Man	\$34,078.96	

2) The base salaries of all employees and pay grades hired after 1/1/2010 shall be increased as follows:

DMF SALARY RATE for Employees hired after 1/1/2010:

A.	<u>Effective 1/1/10 - 12/31/10</u>	<u>"2.75%</u>
A-Man	\$60,272.27	
B-Man	\$54,064.30	
C-Man	\$48,271.69	
D-Man	\$43,099.73	
E-Man	\$38,828.58	
F-Man	\$34,980.71	
G-Man	\$31,800.64	

B. Effective 1/1/11 - 12/31/11 "2.5%

A-Man	\$61,779.07
B-Man	\$55,415.91
C-Man	\$49,478.49
D-Man	\$44,177.23
E-Man	\$39,799.30
F-Man	\$35,855.23
G-Man	\$32,595.66

C. Effective 1/1/12 - 12/31/12 "2.25%

A-Man	\$63,169.10
B-Man	\$56,662.76
C-Man	\$50,591.75
D-Man	\$45,171.21
E-Man	\$40,694.78
F-Man	\$36,661.97
G-Man	\$33,329.06

D. Effective 1/1/13 - 12/31/13 "2.25%

A-Man	\$64,590.41
B-Man	\$57,937.67
C-Man	\$51,730.06
D-Man	\$46,187.56
E-Man	\$41,610.41
F-Man	\$37,486.85
G-Man	\$34,078.96

3) For the years 2010 - 2013, the employee possessing the title of "mechanic" will receive \$2850.00 payable in December each year of the agreement. For the years 2010 - 2013, the employee with the title of foreman will receive \$3950.00 each year of the agreement. The stipend for foreman will be incorporated into the twice a month

paycheck. In addition, the stipend will be paid to the Employee who is assigned and performs the duties of Foreman in the absence of the existing Foreman.

During the months of January through December, each of the three (3) crew chiefs will receive an additional stipend weekly.

A. Effective January 1, 2010 through December 31, 2013

Each crew chief appointed prior to January 1, 2010 will receive \$45.00 dollars stipend weekly.

B. Effective January 1, 2010 through December 31, 2010 each Crew Chief appointed after January 1, 2010 shall receive \$20.00 dollars stipend weekly.

Effective January 1, 2011 through December 31, 2011, each Crew Chief appointed after January 1, 2010 shall receive \$30.00 dollars stipend weekly.

Effective January 1, 2012 through December 31, 2013, each Crew Chief appointed after January 1, 2010 shall receive \$45.00 dollars stipend weekly.

4) A CDL is required for new Employees hired as of January 2010. If they do not have one at the time of hiring, they have 1 year from the date of hiring to get the license at their own expense.

Employees hired prior to January 1, 2010, who possess a CDL, shall continue to receive the \$550.00 stipend by separate payment on November 1 of each year. Employees hired after January 2010 will not receive a stipend for the CDL.

ARTICLE X WORK DAY, WORK WEEK AND OVERTIME

1) The work day shall commence at 7:00 a.m. and shall continue until 12:00 noon during which a fifteen (15) minute coffee break will be provided.

2) Lunch shall be taken from 12:00 noon to 12:30 p.m. after which work shall continue until 3:30 p.m., during which a fifteen (15) minute coffee break will be provided.

3) Work in excess of an eight (8) hour day shall be overtime and shall be paid at the time and one-half rate.

4) The work week shall consist of Monday through Friday for a total of forty (40) hours.

5) Should an emergency arise on a Saturday that a Saturday worker is not capable of handling, then the appropriate employee(s) on the overtime schedule shall be called out.

6) It is understood that the rate of pay for Sunday "call out" will be paid at double time.

7) Where an employee has taken an un-excused absence or has been tardy during any work day, that employee shall not be paid overtime except for work actually performed during the work day in excess of eight (8) hours. The un-excused absence or the tardiness shall not be considered as time in service for the computation of overtime.

8) The Employer may require any employee to work overtime whenever such overtime is deemed necessary by the employer.

Volunteers shall first be sought. Where no volunteers can be obtained, then the Employer shall have the right to assign employees to work overtime.

9) The Employer shall have the right, during emergency periods, to alter the lunch hour and/or coffee breaks, or the starting and ending time for any employee, provided, however, that in no event shall such changes be for a period longer than two (2) hours.

10) The Employer shall pay to each DMF employee covered by this Agreement a Fifteen (\$15.00) Dollar meal ticket after twelve (12) continuous hours of work.

ARTICLE XI HOURLY RATE

To compute the base hourly rate of an employee, his annual base salary shall be divided by 2,080 hours.

ARTICLE XII WINTER WATCH

1) All DMF employees covered by this Agreement shall be required to work and be available for winter watch.

2) Winter watch shall commence on or about December 15 and shall end on or about March 15 of each year of this Agreement, at the discretion of the Department of Municipal Facilities.

3) All DMF employees covered by this Agreement shall be paid in the following manner for winter watch work:

- a. Sixteen(16) hours per week at one and one-half pay rate.

b. All DMF employees covered by this Agreement who are assigned the winter watch shall be available for any emergency situation that may arise, either by direction of the Mayor and Council, or an impending situation as broadcasted by the National Weather Service.

ARTICLE XIII RECALL

1) Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at his time and one half rate and shall be guaranteed no less than two (2) hours of work.

2) The parties agree that when an employee is injured while traveling in response to or as a result of a recall and he sustain an injury shall be considered as an injury on duty for all purposes under this Agreement, provided, however, that any injuries sustained which may be due to intoxication, or resulting from the use of drugs not prescribed by a physician, or which may be self-inflicted, or which may be the result of horseplay, shall not be considered as injury on duty within the contemplation of this provision.

ARTICLE XIV LONGEVITY

Employees shall receive a longevity payment in accord with present practice, up to a maximum of ten (10%) percent of the present base salary, which shall be paid in November.

A) The following DMF employees covered by this Agreement have been and shall continue to be grandfathered or red circled

employees with regard to longevity and shall maintain such longevity for the length of their employment with the Township:
Thomas J. Clossey, Jr.

B) Effective January 1, 1993, employee John Horn shall be entitled to longevity in accord with present practice as applied to previously grand fathered or red circled employees (paragraph (1)), up to a maximum of ten (10%) percent of base salary, which shall be paid in November. Employee Horn shall not be entitled to credit for service prior to January 1, 1993 for purposes of calculating their longevity payment.

ARTICLE XV UNIFORMS AND SAFETY EQUIPMENT

1) The present practice with regard to uniform rental of pants and shirts shall be continued unless modified by action taken as part of this Article.

2) It shall also be the employee's responsibility to replace all said apparel if it is damaged, other than by an on-the-job accident or on-the-job wear. Materials to be purchased shall either be chosen by the Township, or upon recommendation of the unit and approval of the Township.

3) For subsequent years, the Township will provide up to a maximum of \$1,000.00 per year for the purchase of other safety and uniform-related materials for members of the unit. Materials to be purchased shall either be chosen by the Township, or upon recommendation of the unit and approval of the Township.

4) In addition to the above, the Township shall provide, on an as-needed basis, up to two(2) pairs of work shoes per year for

each employee. Insulated work boots shall be provided as needed. Shoes, vendor and distribution method shall be chosen by the Township. Such work shoes must be worn at all times on the job.

5) With two (2) winter jackets, the Township shall make arrangements to clean each jacket once a year after March 31st of that year.

6) The Township shall provide rubber gloves and masks for the removal of dead animals.

(7) The Township will allow employees to wear shorts in the summer. The shorts will conform with the uniform of the Township.

ARTICLE XVI VACATIONS

1) The vacation allowance shall be as set forth in this Agreement.

2) When in any calendar year the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year only or, by mutual agreement of the parties, may be compensated by money payment thereof. It is understood that the Employee shall not lose any vacation time or pay with regard to this section.

3) If an employee is on vacation and becomes sufficiently ill so as to require in patient hospitalization, he may have such period of illness and post-hospital recuperation period charged against available sick leave, at his option, upon proof of

hospitalization and physician's certificate.

4) If an official holiday occurs during an employee's authorized vacation, he will be entitled to an additional vacation day in lieu of the holiday.

5) Vacation shall be selected on a rotating seniority basis which shall be established by the Township of Washington three (3) months prior to the effective date of the vacation time or subject to present practices.

6) All vacations will be taken between the period from January 1st through October 31st with the approval of the superintendent and director. Whenever a vacation cannot be taken during said period through circumstances beyond the control of an employee, the parties may, by mutual agreement, fix a time during which a vacation shall be taken and, in the event the parties are unable to come to an agreement with reference to the time in question, then the employee in question shall receive pay in lieu of vacation. It is understood that Employees may be called into work as necessary for emergency situations. If this occurs the vacation shall be taken at another time.

7) Any employee may sell back one week (five days) of vacation time at his weekly rate of pay. An employee who is entitled to twenty (20) working days of vacation may sell back up to two (2) weeks (10 days) of vacation time at his weekly rate of pay. All employees who sell back vacation shall be paid within one (1) month of their application to sell back vacation time.

EmploymentVacation

More than six (6) months, but less than one (1) year	5 working days
Two (2) years to Five (5) years	10 working days
Sixth (6th) year	11 working days
Seventh (7th) year	12 working days
Eighth (8th) year	13 working days
Ninth (9th) year	14 working days
Tenth (10th) year	15 working days
Eleventh (11th) year	16 working days
Twelfth (12th) year	17 working days
Thirteenth (13th) year	18 working days
Fourteenth (14th) year	19 working days
Fifteenth (15th) year	20 working days
Sixteenth (16th) year	21 working days
Seventeenth (17th) year	22 working days
Eighteenth (18th) year	23 working days
Nineteenth (19th) year	24 working days
Twenty or more years	25 working days

ARTICLE XVII HOLIDAYS

NEW YEAR'S DAY, PRESIDENT'S DAY, GOOD FRIDAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, COLUMBUS DAY, ELECTION DAY, VETERAN'S DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS DAY.

A) If any employee of the DMF covered under this Agreement performs work on any of the above holidays, he shall receive double his hourly rate for any hours worked.

ARTICLE XVIII SICK LEAVE

1) Each employee shall be entitled to fourteen (14) paid sick leave days during the present contract. Any days not used in any one (1) year shall be carried thereafter from year-to-year and all such unused sick leave shall be cumulative without limit.

Upon retirement, there shall be paid to each employee a sum representing one-half (1/2) of the compensation for all unused sick leave.

Where an employee has used up all of his accumulated sick leave and additional sick leave may be required, said employee shall have the right to request the allowance of additional unpaid sick days from the Director and Mayor and Council. The Employer may, in its sole and unlimited discretion, grant renewable leaves of absence pursuant to the statutes in such cases made and provided.

The decision of the governing body shall not be appealable under the Grievance Procedure.

2) Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in a member of the immediate family of the employee, or necessary attendance upon such immediate family member. As used in this provision, the term "immediate family" is defined as meaning a spouse, child or children of said employee, or parent or parents of said employee, if living in the same household.

3) To qualify for payment while absent on sick leave, each employee who will be absent from duty on sick leave shall so notify his supervisor before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of absence from duty. An employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

4) An employee absent on sick leave may be required to submit acceptable medical evidence substantiating the illness if he is absent three (3) or more consecutive days.

ARTICLE XIX WORK INCURRED INJURY

1) Where an employee covered under this Agreement suffers a work-connected injury or disability, the Township shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one(1) year. During this period to time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Township.

2) The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Director may require the said employee to present such certificates from time to time.

3) In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician or a physician employed by the Township or by its insurance carrier, then, and in the event, the burden shall be upon the employee to establish such additional period of disability and

such findings by the Division of Worker's Compensation or by the final decision of the last reviewing court shall be binding upon the parties.

4) For the purpose of this Article, injury or illness incurred while the employee is attending a Township-sanctioned training program shall be considered in the line of duty.

5) In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment or, if there is an appeal there from, the final decision of the last reviewing court.

6) An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE XX BEREAVEMENT LEAVE

1) All permanent full-time employees covered by this Agreement shall be entitled to up to three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey. Said employee may be granted an additional two (2) days leave with pay if outside the State, with the consent of the Director of the DMF. The number of days to be taken within the foregoing limits shall be within the discretion of the employee. Where the full amount of days authorized to be taken is not taken by an employee, he shall not be entitled to the compensation for days not taken.

2) Immediate family within the meaning of this Section shall include spouse, children, parents, brothers, sisters and grandparents of employee or spouse.

3) Such funeral leave shall not be charged against the employee's vacation or sick leave.

4) Any extension of absence under this Article, however, shall be with the consent of the Department Head, and be charged against available vacation time or be taken without pay for a reasonable period not to exceed five(5) additional working days.

5) In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Director of the DMF.

ARTICLE XXI LEAVE OF ABSENCE

1) All permanent full-time employees covered by this Agreement may be granted a leave of absence without pay for a period of thirty (30) days, with the consent of the Director of the DMF in accordance with the following paragraph.

2) The employee shall submit in writing all facts bearing on the request to his Superintendent who shall append his recommendations and forward the request to the Director. The Director shall consider each case on its merits and without establishing a precedent. The Township will not unreasonably deny an employee's request for a leave of absence.

3) This leave is subject to renewal for reasons of personnel illness, disability or other reasons deemed proper by the Director

of the DMF, Mayor and Council.

4) At the expiration of such leave, the employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he would have received had he not taken the leave.

5) Seniority shall be retained and shall accumulate during all leaves.

ARTICLE XXII PERSONAL LEAVES

Employees shall be entitled to two (2) personal leave days per year.

Any employee desiring to take a personal day shall notify the foreman at least twenty-four (24) hours in advance of the day when said leave is to be taken. In the event of an emergency, such notice may be waived by the Employer.

ARTICLE XXIII MEDICAL COVERAGE

All DMF employees covered by this Agreement shall receive the same medical coverage as presently supplied by the Township.

A) Should a change take effect as to the carrier or amount of benefits supplied, the Township will notify in writing Teamsters Local 125.

B) All DMF employees shall receive a Dental Plan, family or single, equal to the Police Department of the Township of Washington.

ARTICLE XXIV LIFE INSURANCE

The Township will provide, at its own cost and expense and without costs to the employee, the same amount of insurance as is presently in existence.

ARTICLE XXV BULLETIN BOARDS

- 1) The Township will supply one (1) bulletin board for the use of the Union to be placed in a conspicuous location.
- 2) The bulletin board shall be for the use of the Union for the posting of notices and bulletins pertaining to Union business and activities or matters dealing with the welfare of employees.
- 3) No matter may be posted without receiving permission of the officially designated Union representative or shop steward.

ARTICLE XXVI PERSONNEL FILES

- 1) A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Township Administrator or other suitable place.
- 2) Any employee may, by appointment, review his personnel file no more than twice a calendar year. This appointment for review must be made through the Director.
- 3) Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it

if he so desires and he shall be permitted to place said rebuttal in his file.

4) All personal history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed therefrom.

ARTICLE XXVII MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of the statutes in such cases made and provided.

ARTICLE XXVIII PENSION

The Township shall provide pension and retirement benefits to employees covered by this Agreement, pursuant to the provisions of the statutes and laws of the State of New Jersey, and more particularly, N.J.S. 43:1, et seq.

ARTICLE XXIX GRIEVANCE PROCEDURE

1) To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedure shall be used. For the purpose of this Agreement the term "grievance" means any complaint or any difference or dispute between the Township and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement.

2) The procedure for settlement of grievances shall be as follows. Failure to comply with the time provisions hereinafter set forth shall be deemed to constitute an abandonment of said

grievance unless the time period hereinafter set forth shall be extended by the Director of the DMF.

a) **STEP ONE:** In the event that any employee covered by this Agreement has a grievance, within seven (7) working days of the occurrence of the event being grieved, the employee shall discuss it informally with his Supervisor. The Supervisor shall decide the grievance within seven (7) working days after the grievance is first presented to him.

b) **STEP TWO:** If no satisfactory resolution of the grievance is reached at Step One, then within four (4) working days the grievance shall be presented in writing to the Director, with a copy going to the Township Administrator, and Local 945 Teamsters. The Director shall render a decision within seven (7) working days after the grievance is presented to him.

c) **STEP THREE:** If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) days the grievance shall be presented in writing to the Mayor. The Mayor shall render a decision within fifteen (15) working days after the grievance is presented to him.

d) **ARBITRATION:**

(1) If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) working days the grievance shall be referred to PERC (Public Employment Relations Commissions) for the selection of an Arbitrator, to decide the issue or issues. The decision of the Arbitrator shall be binding.

(2) The Arbitrator shall have no authority to add to or subtract from the Agreement when interpreting same.

(3) The Arbitrator shall issue his or her decision in a written opinion containing all conclusions of law and fact and other reasons for making his or her award. Such decision shall be issued within thirty (30) days from the date of close of the hearing.

ARTICLE XXX DISCIPLINE

Violation of rules and regulations shall subject employees to disciplinary action up to and including discharge, all subject to and pursuant to applicable State law.

ARTICLE XXXI NON-DISCRIMINATION

There shall be no discrimination by the Township or Union against an employee on account of race, color, age, creed, sex or national origin.

ARTICLE XXXII AGENCY SHOP AGREEMENT

A) REPRESENTATION FEE

The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Union. At the present time, it is agreed by and between the parties to this Agreement that eighty-five (85%) percent of the Union dues of an employee represents a fair share fee. However, both parties understand that a fair share assessment notice may be furnished to the Township by the New Jersey Public Employment

Relations Commission, and, in that event, that percentage will control.

B) PAYMENT OF FEE

Payment of the fee shall be made in the same manner at the same time of payment of the Union dues.

C) MISCELLANEOUS

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 by the Township in reliance upon fair share fee information furnished by the Union or its representatives.

D) No member of the bargaining unit (Local 125) shall be required to engage in applying the postage to the mail.

ARTICLE XXXIII DUES, CHECK-OFF

A) The Township agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Township to deduct, and promptly transmit to the Union a check on the amount of deductions so made. Such deduction shall be made from each paycheck of Union members, commencing with the first paycheck paid. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (RS) 52:14-15.9c.

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 Township written notice fifteen (15) days prior to the effective date of such change.

C) 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.

D) Prior to the beginning of each membership year, the Union will notify the Township in writing of the amount of membership dues for the regular membership year. The Township will deduct from each paycheck paid in full amount of the representation fee and promptly will transmit the amount so deducted to the Union. If during the life of this Agreement there shall be any change in the rates of membership dues, the Union shall furnish to the Township written notice fifteen (15) days prior to the effective date of such changes.

ARTICLE XXXIV SENIORITY AND PROBATION

SECTION 1:

All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later. This provisions shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

SECTION 2:

The first one-hundred and eighty (180) days worked by a newly hired employee, shall be deemed a probationary period, during which time, the terms of this agreement shall not apply to him or her.

If the employee proves unsatisfactory, the employee may be terminated at the discretion of the Township during such period without appeal by the Union. The company may request a maximum thirty days (30) extension with a request to the Union in writing.

The request shall not be unreasonably denied by the Union. Provided, however, the Township shall not abuse this provision for the purpose of evading this agreement or denying future employees the benefits thereof.

An employee who has completed successfully his probationary period with the Employer is covered under this agreement and will become a member in the Union, and who is thereafter transferred to another department within the township, will not be required to undergo another probationary period.

SECTION 3:

Nothing herein shall be interpreted to compel the employer to hire unneeded employees.

SECTION 4:

Seniority shall prevail by the time worked for the Township, for employees after completion of probationary period, according to the length of service with the Township, for layoff and recall purpose only.

Probationary employees shall be laid off first, thereafter,

seniority among regular employees whose ability; performance and qualifications; time worked are reasonably equal; shall govern in case of layoffs and recalls. Employees will be eligible for recall up to a maximum of one based on length of service with each month or major fraction thereof, counting as a month toward the maximum of one(1) year after one(1) year of service.

Employee shall be recalled in the inverse order of their layoff, provided that the employee reports for duty within forty-eight (48) hours of notice of recall, which shall be by regular mail or mail gram, addressed to the employee's latest address in the Employer's files. A copy of which shall be mailed to the Union.

ARTICLE XXXV TERMS OF CONTRACT

This contract shall be in full force and effect as of January 1, 2010, and shall remain in effect to and including December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have entered their hand and seal this 29th day of September.

TEAMSTERS LOCAL 125

TOWNSHIP OF WASHINGTON

BY: _____

BY: _____

VICE PRESIDENT

MAYOR

BY: _____

BY: _____

STEWARD

WITNESS

MARY ANN OZMENT
Notary Public of New Jersey
ID # 2330536
My Commission Expires 07/02/2015