

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWNSHIP OF SOUTHAMPTON

AND

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 701**

2008 - 2012

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PREAMBLE

This Agreement is entered into as of the 1st day of January, 2008, by and between the TOWNSHIP OF SOUTHAMPTON, hereinafter referred to as "Township", and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 701, hereinafter referred to as "Union".

Article I - Recognition

The Township recognizes the Union as the majority representative of all permanent employees of the Public Works Department employed by the Township. The Union recognizes the following:

Excluded: All managerial employees, confidential employees, supervisory employees within the meaning of the Act, professional employees, craft employees, police and fire employees, temporary employees, probationary employees, clerical employees, seasonal employees (those employees employed only between June 1 and August 31 each year) and all other employees employed by the Township. Seasonal employees shall become covered by this Agreement if employed beyond August 31.

Article II - Grievance Procedure

Section 1. Any grievance or dispute which may arise between the parties, involving the application, meaning, interpretation or alleged violations of the terms and conditions of this Agreement, shall be processed in the following manner:

Step 1. A written grievance shall be filed with the aggrieved employee's immediate supervisor within seven (7) working days of the occurrence of the grievance. Failure to file a written grievance within said seven (7) working days shall constitute an abandonment of the grievance. The immediate supervisor shall attempt to resolve the matter and respond to the

aggrieved party within seven (7) working days following receipt of the written grievance. If the employee's immediate supervisor fails to respond to the grievance within seven (7) working days of its submission the grievance shall automatically move to Step 2 without further action by the Union.

Step 2. If the grievance is denied at Step 1, the grievance shall be presented to the Township Administrator or his/her representative within seven (7) working days of such denial. The Union will present the grievance to the Township Administrator on the form attached hereto as Exhibit "B". The Township Administrator (or such representative) shall meet with the Union within ten (10) working days to attempt to resolve the grievance. If the parties are unable to resolve the grievance the Township Administrator (or such representative) shall respond to the grievance within seven (7) working days of the meeting.

Step 3. If the grievance is denied at Step 2, the Union may within seven (7) working days of such denial, submit the grievance to the Public Employment Relations Commission for binding arbitration.

Section 2. In the event the Township and the Union are unable to agree upon the grievance resolution, prior to arbitration, the grievance may be reduced to writing and referred to the New Jersey State Board of Mediation. Both parties must agree to refer this matter to mediation. Notice of a party's intention to refer the matter to mediation must be submitted in writing within thirty (30) days of the Township's decision at Step 2 of the grievance procedure.

Unless the parties agree that the mediation decision shall be final and binding, the mediator will render a written advisory recommendation no later than thirty (30) days after the hearing.

In the event the Township and the Union agree that the mediation decision shall be final and binding, neither party may then request arbitration.

If the written recommendation of the mediator is not final and binding, either party may elect not to accept said decision and may move the matter to arbitration. The recommendation of the mediator shall not be admissible in any arbitration proceeding."

Section 3. All timeline provisions of this grievance procedure must be complied with. Failure of the aggrieved party to meet any time stipulations will result in the grievance being abandoned. Failure by the Township to respond at any steps of the grievance process will result in the grievance being automatically moved to the next step. Extensions of the respective time periods may be made upon mutual consent of the parties or where necessary to effectuate the intent of this Article.

Section 4. The costs of the arbitrator are to be shared equally by the parties unless otherwise directed by the arbitrator or agreed to by the parties.

Section 5. Should the Township require a meeting with an employee or when discipline may be imposed upon an employee, the employee shall be advised of his right to Union representation. If the employee requests representation, the shop steward shall be made available. If the employee declines representation, he shall reduce his intentions to writing with his signature.

Article III - Wages

The classification or type of work performed under this contract and their respective straight time hourly rates are set forth in Exhibit "A" and shall remain in effect during the term of this Agreement.

Article IV - Hours and Management Rights

Section 1. The Township, in its sole discretion shall regulate the hours of work, the type of jobs and the number of employees assigned to various jobs.

Section 2. The normal work week for employees shall be forty (40) hours consisting of five (5), eight (8) hour work days, including a one-half (½) hour lunch period, subject to the provisions of Section 1 of this Article.

Section 3. All employees of the Public Works Department shall work the following hours: 7:00 A.M. until 3:00 P.M. Any employee (who is not permanently assigned to sanitation crew) who is assigned to work with the sanitation crew on a temporary basis shall be credited with an eight (8) hour day even if released prior to working eight (8) hours.

Section 4. Each work day shall have two (2) ten (10) minute breaks (one in the morning and one in the afternoon) to be scheduled by the immediate supervisor.

Section 5. Overtime shall be paid at the rate of time and one-half for hours worked in excess of the regularly scheduled eight (8) hour day. Overtime shall be paid at the rate of time and one-half for hours worked on Saturdays. Overtime shall be paid at the rate of double time for hours worked on Sunday.

Vacation and sick days shall be deemed as time worked for the purpose of offering overtime assignments and computing overtime pay, except that these days shall not be calculated as work days for call in assignments on the date of the absence. If an employee calls in sick the day before or day after a paid holiday, the employee must furnish a doctor's note to receive holiday pay unless the absence is excused by the Director of Public Works.

Section 6. If any employee is required to work an additional eight (8) hour shift in a given day, the Township will attempt to provide for a meal break at a local restaurant. If the

Township is unable to provide for the meal break, the employee will receive a meal allowance of ten dollars (\$10.00). If the meal break is provided, and the employee chooses not to participate, the employee will not be entitled to the meal allowance.

Section 7. All employees shall receive their pay checks by noon of each pay day. If any employee's pay check is short by four (4) hours or more, said employee shall receive the shortage of pay within three (3) working days. If an employee's pay check is short by less than four (4) hours, said employee shall receive the shortage in his next regular pay.

Section 8. Employees called in to work outside their regular scheduled shift shall be guaranteed four (4) hours work or pay in lieu thereof.

Section 9. All call-ins shall be done in accordance with the seniority roster with the most senior man being called in first.

Article V - Vacations

Section 1. Vacations shall be provided in accordance with the following schedule:

After 1 year of service	- 1 week vacation with pay
After 2 to 8 years of service	- 2 weeks vacation with pay
Over 8 years of service	- 3 weeks vacation with pay
Over 15 years of service	- 4 weeks vacation with pay
Over 20 years of service	- One day for each year of service up to a maximum of 25 days

Section 2. The Township shall post a notice for vacation requests by January 10 of each year which shall remain posted for a two (2) week period requesting that employees submit vacation request slips. The Director of Public Works will post a vacation schedule no later than January 30 of each year.

Each employee will receive written confirmation regarding his vacation schedule. When

requested vacation dates conflict, employees with higher seniority shall have preference. Employees who receive scheduled vacation time in accordance with this paragraph will receive priority over employees who fail to request a vacation regardless of seniority.

An employee who fails to submit a vacation request within the two week posting period set forth above shall lose seniority preference for the purpose of vacation scheduling only.

No more than two (2) employees may be granted vacation leave during the same period, except as stated Article V, Section 3.

Section 3. During the two (2) weeks following Thanksgiving (hunting season) four employees (40%) are allowed off for vacation time. If called in to work the month of December, employees can carry that vacation time over to the next year.

Section 4. If a written request is made and approved by the Township Administrator, up to one (1) week of vacation may be carried over into the following year.

Article VI - Sick Time

Section 1. All permanent employees shall be entitled to ten (10) sick days per year, which shall be accumulated from year to year, and which shall be credited to each employee on January 1st. For new employees, sick time shall be accrued pro rata during the first partial year of employment.

Section 2. If an employee is sick more than three (3) or more consecutive work days, a doctor's certificate may be required by the Township.

Section 3. An employee who leaves the employment of the Township in good standing shall be paid for a maximum of thirty (30) days pay at the rate at the time of separation for accumulated sick leave in accordance with the following schedule:

After completion of three years of service	25% of maximum leave
After completion of five years of service	50% of maximum leave

After completion of eight years of service 75% of maximum leave
After completion of ten years of service 100% of maximum leave

Section 4. In the event an employee has accumulated one hundred twenty (120) hours of sick time by November 30 in any given year, the Township shall, upon request, purchase up to forty (40) hours from such employee at said employee's then-current hourly rate of pay. The payment will be made together with the first paycheck in the month of December so long as the request is made at least ten (10) days prior to the date of the first paycheck in December. This agreement to purchase accumulated sick time hours is neither endorsed nor advised by the Township and each employee who qualifies must consider whether said purchase is in his/her best interest taking into account that such action will result in less paid sick time in the event of long term illness or injury.

Article VII - Funeral Leave

Section 1. In the event of a death in the immediate family of an employee covered by this Agreement, up to five (5) days leave at any one time shall be granted. Immediate family includes: Wife, Husband, Father, Mother, Daughter, Son, Brother, Sister, Father-in-Law or Mother-in-Law. For a Grandchild, Grandparent, Aunt, Uncle, Sister-in-Law or Brother-in-Law, up to three (3) days leave at any one time shall be granted.

Section 2. Funeral leave shall be taken at the time of the funeral.

Article VIII - Holidays

Section 1. The Township recognizes the following holidays:

New Year's Day	Labor Day
President's Day	Columbus Day
Martin Luther King Day	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

One (1) Floating Holiday

Section 2. Holiday pay shall consist of eight (8) hours pay at straight time.

Section 3. An employee who works on a recognized holiday will receive eight (8) hours for said holiday, plus double time for the time worked.

Section 4. In order to be entitled to Holiday Pay, for the holidays enumerated above, an employee must work the work day prior to and the work day following the holiday, unless excused by the Director of Public Works or unless the employee provides a doctor's note in accordance with Article IV, Section 5.

Article IX - Dues Check Off

Section 1. The Township agrees to deduct from the first paycheck paid to each employee each month, the full amount of monthly union dues, provided such employee has furnished to the Township a written authorization for such deduction in a form acceptable to the Township. Dues shall be per month or such amount as may be certified by the Union to the Township at least 30 days prior to the month in which the deduction of union dues is to be made. The first deduction shall include both monthly dues and a one-time initiation fee. Deduction of union dues made pursuant hereto shall be remitted by the Township to the Union, by the fifteenth (15th) day of the calendar month in which such deductions are made.

Section 2. The Union agrees to indemnify and hold the Township harmless against any, and all claims, suits, orders or judgments brought or issued against the Township with regard to the dues checkoff, provided the actions of the Township are in accordance with the terms of this Article.

Section 3. Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Township prior to December 15 of any given

year. Dues shall be halted beginning with the first pay period of each calendar year.

Section 4. If, during the term of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice, at least thirty (30) days prior to the effective date of such change.

Section 5. Core fee members in the bargaining unit shall be required to pay 85% of the Union dues required by Local Union 701 in accordance with government statutory regulations.

Section 6. Prior to the beginning of each contract year, the Township shall furnish the Union with the new hourly rates and the Union in turn will notify the Township of the amount of dues to be collected. If there is ever an assessment, the Local Union shall give the Township a minimum of thirty (30) days notice.

Article X - Seniority

Section 1. Seniority shall be determined by the length of an employee's accumulated, continuous and permanent employment which shall begin as of his first date of permanent employment following his probationary period.

Section 2. Newly hired employees shall be considered probationary employees for the first three (3) months of employment. Such employees may, during that probationary period, be terminated at any time without any recourse whatsoever.

Section 3. An employee's continuous service shall be broken up so that no prior periods of employment shall be counted and his rights to seniority shall cease upon the following:

- A. Discharge.
- B. Voluntary quitting.
- C. Leave of absence for a period of more than six (6) months.
- D. Failure of an employee to return to work upon recall within five (5) working days of

the time the Township has sent a notice to return to the employee's last known address appearing on the Township's record, unless excused by the Township by reason of illness or other reasonable cause; and

E. Absence due either to layoff, disability or any other reason for more than one year.

Section 4. Promotions and layoffs of employees covered by this Agreement shall be determined by skill and efficiency of the employee, as determined by the Township, with due regard given to seniority.

Section 5. The Township shall maintain an accurate, up to date seniority roster showing each employee's true date of hire and shall furnish copies of any changes that may take place during the term of this contract in a timely manner, not to exceed fifteen (15) working days.

Section 6. A. In the event of a job opening or in the event a job becomes vacant by reason of an employee's retirement, death, resignation or discharge (but not layoff), said job shall be posted and appointment to the job shall be made to the most senior qualified man, as determined by the Township in consultation with the Union, followed by the next senior qualified man, and so forth, until all jobs have been assigned. The determination of qualifications for a position shall include whether or not a man has the skill and ability to perform the job. The Township reserves the right to determine the type of jobs to be performed and the number of employees assigned to such jobs. The Township shall not assign to any unit employee work not in the bargaining unit work, except in the event of an emergency.

B. The Township shall make job openings known to the employees by posting a notice which shall remain posted for at least a two (2) week period. An employee who posts to a new position shall be permitted to return to his/her old position upon request made within two (2) weeks of his/her start in the new position.

Article XI - Medical and Life Insurance

Section 1. The Township shall provide basic and extended hospitalization and medical insurance, including emergency room care for each employee covered by this Agreement, with levels of coverage in effect at the time of execution of this Agreement. Effective January 1, 2008, co-pays for doctor visits will be ten (\$10.00) dollars. The Township will provide, at no premium cost to the employee, a prescription drug plan which will have a co-pay of \$3.00 for generic drugs and \$10.00 for brand name drugs. In the event that co-pays increase from the current \$10.00, the Township may implement and increase from \$10.00 up to \$15.00. This co-pay shall not increase more than a total of \$5.00 during the period January 1, 2008 to December 31, 2012.

Section 2. The Township shall provide a Dental Plan to all full time employees at no cost to such employees.

Section 3. The Township shall provide disability insurance coverage for all full time employees.

Section 4. The Township shall provide a Life Insurance Policy at no cost to the employee.

Section 5. The Township reserves the right to change insurance carriers for any and all policies provided that the coverage provided by a subsequent carrier is substantially equal to that of the current carrier.

Article XII - Pension and Retirement

Section 1. All employees shall be enrolled in the Public Employees Retirement System and eligible for benefits pursuant to the rules and regulations of said system.

Section 2. All employees with twenty-five (25) or more years of service and their

spouses shall continue to receive medical insurance, dental insurance and prescription drug insurance coverage upon retirement with twenty-five (25) years of service with the PERS system.

XIII - Jury Duty

Section 1. If an employee receives notice to report for jury duty, he will become eligible for supplementary pay in the event that he actually serves on jury duty. An employee called to serve will be paid a sum equal to his pay for forty (40) hours computed on his then rate of pay, during the time he serves on jury duty, up to a maximum of two (2) weeks in any calendar year, provided further that all moneys paid to the employee for jury duty service shall be remitted to the Township or be credited to the wages payable hereunder.

Article XIV - Shop Steward

Section 1. The Union shall select a Shop Steward from among the employees covered by this Agreement, whose duties shall be the processing of grievances with representatives of the Township, as hereinafter set forth. The Shop Steward shall be permitted to designate an alternate who shall act in the capacity of Shop Steward in the absence of the appointed Shop Steward, by naming the alternate in writing to the Township Administrator..

Section 2. The Township agrees to recognize a maximum of one Shop Steward Selected by the Union.

The Shop Steward shall be granted a reasonable amount of time during his working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor.

Representatives of the Union, who are not employees of the employer, shall be admitted on the premises of the Township for Union business provided there is no disruption of the work

place.

Section 3. The Shop Steward may review records during work hours with the permission of his immediate supervisor, but such review shall not exceed one (1) hour during working hours. Such review is limited to work related issues. If the Shop Steward seeks to review a personnel file other than his own, he will provide the Township Administrator with written authorization from the employee whose file is to be reviewed.

Article XV - Credit Union

The Township agrees to deposit funds through payroll deduction to a Credit Union (Abco) upon proper authorization.

Article XVI - Uniforms

The Township shall provide and maintain uniforms, at its expense, to all employees covered by this Agreement. The Township shall provide, on a reimbursement basis and upon receipt of a descriptive receipt, each employee with one hundred (\$100.00) dollars for the purchase of steel toed work boots worn during any twelve (12) month period.

Article XVII - Fully Bargained Clause

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, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Article XVIII - Duration

This Agreement shall be effective as of January 1, 2008, and shall continue in effect until

December 31, 2012, subject to the Union's right to negotiate a successor Agreement.

Article XIX - Disciplinary Matters

Section 1. Preliminary notice of discipline shall be served upon an employee within forty-eight (48) hours of the date of the infraction or the next regularly scheduled work day of the employee, whichever is later.

Section 2. The negotiated grievance procedure shall be used for appealing a notice of discipline to the extent permitted by law. Nothing herein shall be construed as a waiver or limitation of the Union's right, or the right of its members, to seek other forms of judicial or administrative relief.

Section 3. All material in the personnel file of an employer pertaining to discipline shall become a permanent part of the employee's personnel file. The employee shall, upon written request, have detrimental information or reports removed from his personnel file after twelve (12) months from the date discipline was imposed provided there has been no reoccurrence or other event resulting in discipline of said employee for just cause.

Section 4. No employee shall be discharged, disciplined or demoted for any cause other than for just cause, after consultation with the Union for, including but not limited to, misconduct or disobedience of the rules and regulations and/or the conduct set forth in Section 32 of the Township's Personnel Policies. The Township's Personnel Policies are applicable to the members of the bargaining unit to the extent that they are not superceded by the collective bargaining agreement or are otherwise mandatorily or permissively negotiable.

Article XX - Light Duty

The supervisor shall determine the light duty available for employees hurt on the job in

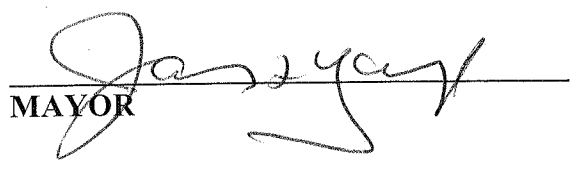
accordance with the Township's light duty policy.

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS LOCAL 701**


BUSINESS REPRESENTATIVE


SHOP STEWARD

THE TOWNSHIP OF SOUTHAMPTON


MAYOR


TOWNSHIP CLERK

EXHIBIT "A"

Classifications & Wages

	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>	<u>1/1/12</u>
Grader/Back Hoe Operator	\$ 19.82	\$ 20.62	\$21.44	\$22.30	\$ 23.19
Operator/Mechanic	19.82	20.62	21.44	22.30	23.19
Laborers-Drivers	19.32	20.10	20.90	21.74	22.61

A premium of thirty-five cents (\$.35) above the laborer rate will be paid to any employee who operates a road mower.

Once an employee is classified, said employee will retain that classification and any removal or demotion shall be for just cause and only after consultation with the Union.

Starting Rates

First 30 days	-	\$.75 less than the appropriate rate
30 – 60 days	-	\$.50 less than the appropriate rate
60 – 90 days	-	\$.25 less than the appropriate rate
After 90 days	-	Receive rate as per classification