

**TOWNSHIP OF PENNSVILLE  
RESOLUTION NO. 207-2014**

Re: A Resolution of the Township Committee of the Township of Pennsville Authorizing the Township's Mayor to Execute the Agreement Between the Township of Pennsville - Water Department and Teamsters Local Union No. 676 Affiliated with The International Brotherhood of Teamsters, AFL/CIO for the Period January 1, 2014, through December 31, 2016

**WHEREAS,** the contract previously entered into between the Township of Pennsville - Water Department and the Teamsters Local Union No. 676, affiliated with The International Brotherhood of Teamsters, AFL/CIO, expired on December 31, 2013; and

**WHEREAS,** the Mayor and members of the Township Committee of the Township of Pennsville (hereinafter referred to as Committee) have determined that the health, safety and welfare of the citizens of this Township require that they enter into a new contract with the Pennsville Water Department, and the form of which contract has been approved by the Township Solicitor; and

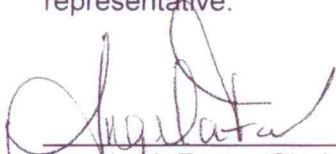
**WHEREAS,** the Township's contract negotiations subcommittee has negotiated the terms of a new contract, a copy of which contract is attached hereto and made a part hereof

**WHEREAS,** the contract period shall be retroactive to January 1, 2014, and extend through December 31, 2016,

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and members of the Township Committee of the Township of Pennsville that:

1. They hereby adopt the facts and determinations as set forth in the preamble of this resolution as if the same were more fully set forth herein.

2. They hereby authorize the Township's Mayor to enter into the contract as set forth in the preamble of this resolution, the form of which contract has been approved by the Township Solicitor, conditioned upon the contract being approved and signed by the designated union representative.

  
\_\_\_\_\_  
Angela N. Foote, Clerk  
Dated: August 28, 2014

  
\_\_\_\_\_  
Richard D Barnhart, Mayor

RECORD OF VOTE

Member	Aye	Nay	N.V.	A.B.	Res.	Sec.
Chastain	X					X
Crawford	X					
McDade	X				X	
Raine	X					
Barnhart	X					

X Indicates Vote N.V. Not Voting A.B. -Absent Res. -Resolution Moved Sec. -Resolution Seconded

**AGREEMENT**

Between

**TOWNSHIP OF PENNSVILLE- WATER DEPARTMENT**

County of Salem, New Jersey

And

**TEAMSTERS LOCAL UNION NO. 676**

affiliated with The International Brotherhood of Teamsters, AFL/CIO

EFFECTIVE DATES:

**JANUARY 1, 2014**

up to and including

**DECEMBER 31, 2016**

## TABLE OF CONTENTS

ARTICLE 1	<u>RECOGNITION</u> .....	1
ARTICLE 2	<u>MANAGEMENT RIGHTS</u> .....	1
ARTICLE 3	<u>TRANSFER OF COMPANY TITLE &amp; INTEREST</u> .....	2
ARTICLE 4	<u>DISCHARGE OR SUSPENSION</u> .....	4
ARTICLE 5	<u>GRIEVANCE PROCEDURE</u> .....	5
ARTICLE 6	<u>DUES DEDUCTION AND AGENCY SHOP</u> .....	8
ARTICLE 7	<u>BULLETIN BOARD</u> .....	10
ARTICLE 8	<u>SHOP STEWARDS</u> .....	11
ARTICLE 9	<u>NON-DISCRIMINATION</u> .....	12
ARTICLE 10	<u>PROMOTIONS AND TRANSFERS</u> .....	12
ARTICLE 11	<u>MAINTENANCE OF WORK OPERATIONS</u> .....	13
ARTICLE 12	<u>HOURS OF WORK</u> .....	13
ARTICLE 13	<u>OVERTIME</u> .....	14
ARTICLE 14	<u>PAY PERIODS</u> .....	15
ARTICLE 15	<u>WAGES</u> .....	16
ARTICLE 16	<u>SHIFT DIFFERENTIAL</u> .....	17
ARTICLE 17	<u>LONGEVITY</u> .....	17
ARTICLE 18	<u>SICK LEAVE</u> .....	18
ARTICLE 19	<u>TERMINAL LEAVE</u> .....	20
ARTICLE 20	<u>MILITARY LEAVE</u> .....	20
ARTICLE 21	<u>JURY LEAVE</u> .....	20

ARTICLE 22	<u>FUNERAL LEAVE</u>	21
ARTICLE 23	<u>LEAVE OF ABSENCE</u>	21
ARTICLE 24	<u>UNION LEAVE</u>	22
ARTICLE 25	<u>HOLIDAYS</u>	23
ARTICLE 26	<u>VACATIONS</u>	24
ARTICLE 27	<u>HEALTH AND INSURANCE BENEFITS</u>	27
ARTICLE 28	<u>SCHOOLING</u>	28
ARTICLE 29	<u>INJURY PAY</u>	30
ARTICLE 30	<u>SAFETY</u>	31
ARTICLE 31	<u>SENIORITY</u>	33
ARTICLE 32	<u>PROBATIONARY PERIOD</u>	34
ARTICLE 33	<u>LAYOFF AND RECALL</u>	34
ARTICLE 34	<u>HIRING ADDITIONAL EMPLOYEES</u>	35
ARTICLE 35	<u>WORK PERFORMED BY COVERED EMPLOYEES</u>	36
ARTICLE 36	<u>FULLY BARGAINED AGREEMENT</u>	36
ARTICLE 37	<u>SEPARABILITY AND SAVINGS</u>	37
ARTICLE 38	<u>DURATION OF AGREEMENT</u>	37



PREAMBLE

This Agreement entered into this 28th day of AUGUST, 2014 by and between the **Township of Pennsville**, in the County of Salem, a Municipal Corporation of the State of New Jersey, hereinafter called the "**Township**", and **Teamsters Local Union No. 676** affiliated with the International Brotherhood of Teamsters AFL/CIO, hereinafter called the "**Union**", represents the complete and final understanding on all bargained issues between the Township and the Union.

**ARTICLE 1**      **RECOGNITION**

Section 1

The Township recognizes the Union as the exclusive bargaining representative for all full and regular part-time blue collar employees employed by the Township in the Water Department, excluding all other blue collar employees, all white collar employees, professional employees, Policemen, Crossing Guards, Firemen, Heads and Deputy Heads of Departments and Agencies, members of the Boards of Commissions, managerial executives, and all supervisors within the meaning of the Act any other Township employees.

Section 2

The title "employee" shall be defined to include all bargaining unit members, the plural, as well as the singular, and to include males and females.

**ARTICLE 2**      **MANAGEMENT RIGHTS**

Section 1

The Township of Pennsville 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 the 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:

- A. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient

manner possible as may from time to time be determined by the Township.

- B. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
- C. The right of management to make maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
- D. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
- E. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause.
- F. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
- G. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

### **ARTICLE 3      TRANSFER OF COMPANY TITLE & INTEREST**

The Employer's obligations under this Agreement including Supplements shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in the Agreement of sale, transfer or assignment of the business. In the event an entire active or inactive operation or a portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidations, spin-offs or any other method by which a business is transferred.

It is understood by this Section that the Employer shall not sell, lease or transfer to a third party to evade this Agreement. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, as set forth above, the Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require the assumption of the terms of this Agreement until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operation covered by this Agreement or any part thereof may be transferred. Such notice shall be in writing, with a copy to the Local Union, at the time the seller, transferor or lessor makes the purchase and sale negotiations known to the public or executes a contract or transaction as herein described, whichever first occurs. The Local Union shall be advised of the exact nature of the transaction, not including financial details.

#### Section 2

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of new Jersey and of the United States.

#### Section 3

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.



**ARTICLE 4      DISCHARGE OR SUSPENSION**

Section 1

No employee may be dismissed or suspended without just cause except as provided elsewhere within this Agreement. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. No employee may be dismissed or suspended, except where the provisions of this section provide for immediate dismissal or suspension. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay. The Employer shall not receive any credits for wages or compensation earned by the employee while he was out of the Employer's employ.

Section 2

Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be heard promptly.

Section 3

Except in the case of immediate dismissal for the causes set forth below, no employee may be dismissed or suspended for his first offense but shall receive the following for each different offense:

<u>Step One</u>	Oral Notice
<u>Step Two</u>	Written Notice
<u>Step Three</u>	One (1) day off without pay
<u>Step Four</u>	Subject to Discharge

Section 4

All written notices will stay in employees' personnel file up to 365 days from date of each entry, at which time they will be removed.

## Section 5

The parties agree that causes for dismissal shall be the following:

1. Calling or participating in any unauthorized strike, work stoppage, or walkout.
2. Drunkenness, proven during working hours, or being under the influence of alcohol during working hours.
3. The Township Drug and Alcohol Policy will be followed.
4. Proven theft or dishonesty.
5. Unprovoked assault on his Employer or his Employer's representative during working hours.
6. Illegal use of dangerous controlled substances.

In each instance, the Employer shall promptly notify the Union of the action taken in writing.

## **ARTICLE 5**

## **GRIEVANCE PROCEDURE**

### Section 1

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.

### Section 2

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 the department.

### Section 3

- A. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or alleged violations of policies, agreements, and administrative decisions affecting them and the terms and conditions of employment or the express terms of this Agreement. With regard to the Township, the term "grievance" as used herein means a complaint or controversy arising over the interpretations, application or alleged violation of the terms and conditions of this Agreement.
- B. With respect to employee grievances, no grievance may proceed beyond



Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the term and conditions of employment controlled by statute or administrative regulation or policy, incorporated by reference in this Agreement, either expressly or by operation of law, or the express terms of this Agreement, shall not be processed beyond Step One herein.

#### Section 4

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:

A. Step One:

The aggrieved or the Union shall institute action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

B. Step Two:

If no Agreement can be reached orally within five (5) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) working days thereafter to the immediate supervisor or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

C. Step Three:

If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Chairman of the appropriate Department within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Chairman of the appropriate Department shall respond, in

writing, to the grievance within ten (10) working days of the submission.

D. Step Four:

If the Union wishes to appeal the decision of the Chairman of the appropriate Department, such appeal shall be presented in writing to the Township Committee within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee shall respond in writing to the grievance within fifteen (15) working days of the submission.

E. Step Five:

If the grievance is not settled in Steps One, Two, Three, and Four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission.

1. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
2. The parties direct the arbitrator to decide, as a preliminary question, whether he has the jurisdiction to hear and decide the matter in dispute.
3. The arbitrator shall be bound by the provision of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

Section 4

Upon prior notice to and authorization of the appropriate Department Chairman, the designated Union Representative shall be permitted as members of the Grievance Committee to confer with employees and the Township of specific grievances in accordance with the grievance procedure set forth herein during working hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Pennsville or require the recall of off-duty employees.



Section 5

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievances 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 hereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered by the Township within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been upheld in favor of the aggrieved. 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 6**      **DUES DEDUCTION AND AGENCY SHOP**

Section 1

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 N.J.S.A. (R.S.) 52:14-15.9e, as amended.

Section 2

A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Township Treasurer during the month following the filing of such card with the Township.

Section 3

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such change deduction.

Section 4

The Union will provide the necessary "check-off" authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Treasurer.

Section 5

Any such written authorization may be withdrawn at any time by the filing of notice

of such withdrawal with the Township Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

#### Section 6

The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

#### Section 7

The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

#### Section 8

The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fee and assessments of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

#### Section 9

The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

#### Section 10

Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

#### Section 11

The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other



than to hold the fee in escrow pending resolution of the appeal.

Section 12

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 deduction.

**ARTICLE 7**      **BULLETIN BOARD**

Section 1

The Union shall have the use of the bulletin board located in the Water Department's Headquarters for the posting of notices relating to the meetings and official business of the Union only.

Section 2

Only material authorized by the signature of the Union President, steward, or alternate shall be permitted to be posted on said bulletin board. The Township may have removed from the bulletin board any materials which does not conform with the intent of the above provisions of this Article.

**ARTICLE 8**      **SHOP STEWARDS**

Section 1

The Union must notify the Township as to the names of Stewards and accredited representatives. No more than one (1) Steward and one (1) alternate are to be designated by the Union.

Section 2

Representatives of the Union who are not employee of the Township will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters without prior notification to and approval of the Superintendent of the appropriate Department.

Section 3

The Steward and accredited employee representative shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters by obtaining permission from the



Superintendent of the appropriate Department.

Section 4

The Steward shall not give orders to employees nor countermand orders of supervisory personnel. Further, they shall not be the judge in determining whether a piece of equipment is unsafe. However, the Business Agent shall have the right to investigate and determine, along with management, disputes regarding unsafe equipment.

Section 5

Any Steward or alternate attempting to give orders to employees or countermand orders of supervisory personnel in violation of Section 4 of this Article, shall be subject to disciplinary action by the Township, including termination.

**ARTICLE 9**      **NON-DISCRIMINATION**

Section 1

The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin or political affiliation.

Section 2

The Township and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any member because of the member's membership or non-membership or activity or non-activity in the Union.

**ARTICLE 10**      **PROMOTIONS AND TRANSFERS**

Section 1

All job openings or vacancies shall immediately be posted by the Township on the employee's bulletin board for a period of fourteen (14) consecutive calendar days. At the end of that period, the position shall be awarded and become effective on the Monday of the week following the conclusion of the posting period. Any employee wishing to bid for the opening or vacant position shall do so in writing by signing the posting.

Section 2

All openings or vacancies shall be filled according to seniority and qualifications as determined by the Water Department Superintendent. Each employee shall have

a sixty (60) day qualification period. If at the end of the qualifying period, the Township feels that the employee is not qualified, they shall then furnish reasonable proof to the Union to substantiate this claim. Any employee so disqualified or voluntarily gives up the promotion, transfer or demotion shall be allowed to resume his/her former position without penalty.

In the event the Employer may not obtain sufficient or qualified employees to fill the openings or vacancies, from Water Department Personnel then they may fill such positions from other sources.

## **ARTICLE 11      MAINTENANCE OF WORK OPERATIONS**

### **Section 1**

The Union hereby covenants and agrees that during the term of this Agreement, neither the Union or any person acting in its behalf will cause , authorize or support, not 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 employees' duties of employment), 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.

### **Section 2**

The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township, and that the Union will order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstance to bring about compliance with the Union order.

### **Section 3**

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 damages, or both, in the event of such breach by the Union or its members.

### **Section 4**

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



## **ARTICLE 12      HOURS OF WORK**

The regular work week shall consist of five (5) days, forty (40) hours.

The regular work period for operators shall consist of eighty (80) hours bi-weekly.

## **ARTICLE 13      OVERTIME**

### **Section 1**

All employees shall receive overtime pay for all work in excess of eight (8) hours in any day and 40 hours in any week at the rate of one and one-half (1½) times the employees regular base rate of pay.

Operators shall receive overtime in work in excess of 12 hours per day or eighty (80) hours in a pay period.

### **Section 2**

Employees working on a holiday shall be paid one and one half times the employee's regular base hourly rate of pay in addition to their regular days pay.

### **Section 3**

If an employee is recalled to duty, he shall receive two hours straight time plus a minimum guarantee of two (2) hours compensation at the overtime rate, provided such recall duty is not contiguous with the employee's normal shift. The Township shall have the right to retain the employee on duty for the minimum time period.

### **Section 4**

Any day on which there is an unexcused absence shall not count towards the forty (40) hours for the purpose of overtime.

### **Section 5**

All Township employees who are required to work four (4) hours beyond their regular scheduled eight (8) hour (operators) 12 hour shift shall be provided a dinner allowance of Twelve dollars (\$12.00). Also employees called in on an emergency prior to six o'clock a.m. will be provided with a breakfast meal not to exceed eight dollars (\$8.00)

### **Section 6**

Reasonable notice will be given if overtime is to be worked by regularly scheduled day shift employees, unless it is an emergency situation. Shift personnel will be notified as soon thereafter that the Township has been notified as is possible (e.g. Afternoon man calls in at 2:00 p.m. sick; Day shift man notified as soon as possible). Operators that are off are eligible to work a sick or call out shift

Section 7

Water operators working on Sunday shall be paid at one and one half (1 ½) times the hourly rate for twelve (12) hours work. All work in excess of twelve (12) hours on a Sunday shall be paid at two (2) times the hourly rate. All other employees working on a Sunday when it is not their regular scheduled shift shall be paid at (2) times the hourly rate.

Section 8

All overtime and premium days work shall be offered to the employees whose bid job is working first, if he declines, then the work will be offered by seniority to those qualified employees who are not working. Where more than one qualified employee is on the same bid, then the senior qualified employee shall be offered first opportunity.

Section 9

The Water Plant operations shall be filled by Water Plant Operators. If a Water Plant Operator is off that period shall be filled by the Water Plant relief Operators. Relief operators shall consist of anyone trained in operations. If relief operators deny coverage and have on-duty responsibility discipline action will be taken.

**ARTICLE 14**      **PAY PERIODS**

Section 1

All wages shall be due and payable in full every two (2) weeks, at the end of the shift, no later than twelve noon on Friday.

Section 2

Employees who are working the 7:00 PM Thursday until 7:00 AM Friday shift on the day paychecks are due, shall be able to receive their paychecks after the end of their shift at 7:00 AM Friday morning.

Section 3

One (1) week's pay may be held by the Township. Where less than one (1) week pay is now held, the Township may not increase the amount held until the change has been discussed with the Union.

Section 4

When the regular payday occurs on a holiday, the Township shall pay the employees on the regular work day immediately preceding the holiday.

Section 5

With each paycheck, employee shall be provided with a statement of gross

earnings and an itemized statement of all deductions made for any purpose.

**ARTICLE 15**

**WAGES**

Section 1

SCHEDULE

1/1/14	1/1/15	1/1/16
2%	2%	2%

<u>Class 3</u>	Semi-Skilled Labor	\$17.10	\$17.44	\$17.79
<u>Class 4</u>	Adm. Secretary	\$ 23.70	\$24.17	\$24.65

A \$2000.00 stipend will be added annually to the salary of the Adm. Secretary for additional duties as defined in the job description,(attached hereto) this stipend is not to be included in the base salary. Any employee that fills this position after January 1, 2014 will not be entitled to this stipend.

<u>Class 5</u>	Meter Reader/ Repair Craftsman	\$24.84	\$25.34	\$25.85
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<u>Class 6</u>	Water Plant Operator/ Craftsman	\$24.84	\$25.34	\$25.85
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<u>Class 7</u>	Mechanic-Automotive/instrument tech-Craftsman	\$26.93	\$27.47	\$28.02
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<u>Class 8</u>	Heavy Equip/ Craftsman	\$27.10	\$27.64	\$28.19
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<u>Class 9</u>	Water Plant Operator/ Quality Control	\$27.54	\$28.09	\$28.65
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Section 2

Any employee who is assigned to a higher paying job in the course of his work schedule shall be paid the higher rate only for the hours worked in the higher paying classification.

Section 3 New Employees

All other new hires (classified)

80% of the base rate for the first (1st) year.

90% of the base rate beginning the second (2nd) year.

100% of the base rate beginning the third (3rd) year, and thereafter.

Employees shall be at the top rate within their class beginning the third (3rd) year.



Any Township employee who transfers from another department within the Township that has worked within the Township for more than three (3) years shall be exempt from the 80%; 90%, 100% wage increase and shall be entitled to 100% of the job classification.

**ARTICLE 16**      **SHIFT DIFFERENTIAL**

Employees of the Water Department shall receive a shift differential of fifty (\$0.50) per hour for the 7PM-7AM shift.

**ARTICLE 17**      **LONGEVITY**

Section 1

Effective January 1, 1993 - All payments made to employees for longevity shall be in addition to any other compensation provided herein.

Section 2

All employees shall be entitled to annual longevity pay at the following rate:

0 to 10 years	0%
11 years to 15 years	1%
16 years to 20 years	2%
21 years thereafter	3%

Section 3

In computing longevity pay, the effective date shall be the anniversary date which shall be interpreted as January 1st of each calendar year. Longevity will be incorporated in the employees bi-monthly pay check.

An employee hired after February 1, 2006 will not receive longevity.

**ARTICLE 18**      **SICK LEAVE**

Section 1

Each eligible employee as here in below defined shall be entitled to thirteen (13) weeks of sick leave, per calendar year, without loss of pay or benefits.

Section 2

Sick leave shall be based upon the individual employee's regular straight time base rate of pay, exclusive of shift premiums, for the day on which he is absent

from work because of such accident or illness.

Section 3

In the event of accident or illness requiring absence from work, such sick leave benefits shall commence on the first (1st) day only if an employee submits a doctor's certificate. Without a doctor's certificate such sick leave benefits shall commence on the third (3rd) work day absent.

Section 4

Sick leave may not be granted to an employee until the completion of the probationary period.

Section 5

A doctor's certificate will be required at the Township's option as a condition for payment of sick leave, except with respect to a period of time during which an employee is hospitalized. Abuse of sick leave shall be cause for disciplinary action.

Section 6

Sick leave benefits may not be converted to cash hours or to extra time off with pay.

Section 7

Sick leave benefits shall be integrated with welfare payments, worker's compensation or disability income. Under no circumstances will any combination of sick leave benefits with welfare, worker's compensation or disability income benefits exceed an employee's regular straight time base rate of pay or weekly rate of pay. The Township may also require a certificate of hospitalization.

Section 8

Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the Township.

Section 9

In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

Section 10

The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the

expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee was capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Section 11

No benefits will be paid by the Township, or its Insurance Carrier, if employee is injured either while working at a second job, (commonly called "Moon Lighting") or involved in an illegal activity.

**ARTICLE 19**      **TERMINAL LEAVE**

Employees retiring pursuant to the Public Employee's Retirement System with at least fifteen (15) years of continuous service shall receive one hundred dollars (\$100.00) for each year of service.

Employees hired after January 1, 2011 shall not receive this retirement benefit.

**ARTICLE 20**      **MILITARY LEAVE**

The Township agrees to provide all employees with military leave in accordance with Federal and State Statutes.

**ARTICLE 21**      **JURY LEAVE**

Section 1

A regular full time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, subject to the following conditions:

1. The employee must notify his supervisor immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. The employee is not attending jury duty during vacation and/or other time off from Township employment.
4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

Section 2



If, on any given day an employee is attending jury duty, he or she is released by the Court prior to eleven o'clock a.m. that employee shall be required to return to work by twelve o'clock noon that day in order to receive pay for that day.

Section 3

Any employee working other than the day shift, shall not be required to report for work on any day on which he or she attends jury duty, if the jury session exceeds four (4) hours as certified by the Clerk of the Court or Designee.

**ARTICLE 22**      **FUNERAL LEAVE**

Section 1

In the event of death in the employee's immediate family, the employee shall receive five (5) scheduled working days off without loss of pay one of which must be the day of the funeral.

Section 2

The "immediate family" shall include parents, children, spouse, brother, sister, legally adopted children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, step-parent, step-children step-brother step-sister and step-grandparents.

**ARTICLE 23**      **LEAVE OF ABSENCE**

Section 1

Any employee desiring a leave of absence without pay from the Township shall secure written permission from the Township with notice to the Union.

Section 2

Approval of such a leave of absence shall be at the sole discretion of the Township. Approval shall not be unreasonably withheld.

Section 3

The maximum leave of absence shall be for thirty (30) days and may be extended for an additional thirty (30) days at the sole discretion of the Township.

Section 4

Permission for extension must be secured from the Township with notice to the Union.

Section 5

During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in

the complete loss of seniority rights with the employee involved, and may result in the employee's loss of employment with the Township, at the Township's sole discretion.

Section 6

The employee shall be responsible for the continued payments for and may make suitable arrangements with the Township for the continuation of benefits.

Section 7

Any employee unable to work, because of illness, injury or contagious disease, shall be granted a medical leave of absence for the duration of such condition. After thirteen (13) weeks of sick leave is exhausted, up to a maximum of twelve (12) months or sooner if released by a licensed competent medical authority to return to work. During such medical leave, the employee shall retain and accrue seniority to which he may be or may come to be entitled to but without other benefit. The period of leave to commence from the time of illness causing the employee to be removed from work duty. After thirteen (13) weeks of sick leave is exhausted such extended leave shall require approval of Township Committee after recommendations of the Water Superintendent.

**ARTICLE 24**      **UNION LEAVE**

Wherever practicable, meetings between representatives of the Township and the Union for the negotiation of terms of the Agreement shall be scheduled during non-working time of affected employees. When it is necessary to schedule such meetings during regular working time, unit employees whose attendance is required shall be paid at regular straight time rates for up to a maximum of twenty (20) aggregate hours per year.

**ARTICLE 25**      **HOLIDAYS**

Section 1

The following are the paid holidays to be given to the employees covered by the Agreement:



New Year's Day	President's Day
Good Friday	Memorial Day
Independence Day	Labor Day
Martin Luther King's Birthday	Columbus Day
General Election Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

Note: Any holiday granted to Town Hall shall be added in addition to the above.

Section 2

In addition, each employee will get his/her birthday off as a personal paid holiday. If it falls on a holiday, weekend or scheduled day of rest, it will be observed on either the day before or the day after.

Section 3

If an employee has taken an unexcused absence on the first work day preceding or the first work day following any of the holidays enumerated in Section 1 above, the employee shall not receive pay for that holiday.

Section 4

Effective: 1/1/94 - Each employee will receive five (5) personal days off with pay with twenty-four (24) hour notice to their Department Superintendent.

Section 5

Any employee hired, and has completed his probationary period, shall be entitled to personal days back to the date of hire.

Section 6

Employees may utilize the five (5) personal days off with pay in cases of family emergencies. The written notice will be waived in such cases (i.e., sickness, accident requiring the immediate attention of the employee).

Section 7

When a recognized holiday falls on the sixth or seventh day of the work week of a shift worker or a scheduled week worker (which day is his first or second rest day in that work week) such holidays, for the purposes of holiday pay, shall be considered and treated, with respect to employees concerned, in the same manner as provided for as holidays falling on Saturday and observed on Friday or a Sunday and publicly observed on Monday.

**ARTICLE 26**      **VACATIONS**

Section 1

Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

<u>Years of Service</u>	<u>Number of hours Vacation</u>
After One (1) Year of service	80 hours
Beginning of the sixth (6) year	120 hours
Beginning of the eleventh (11) year	160 hours
Beginning of the fifteenth (15) year	200 hours
Beginning of the twentieth (20) year	240 hours (MAXIMUM)

Employees hired after February 1, 2006 shall be entitled to vacation according to the following schedule.

<u>Years of service</u>	<u>No. of hours of vacation</u>
After completion of one (1) year	40 hours
After completion of two (2) years	80 hours
After completion of five (5) years	120 hours
After completion of ten (10) years	160 hours
After completion of fifteen (15) years	200 hours

Employees hired after January 1, 2011 shall be entitled to vacation according to the following schedule:

<u>Years of Service</u>	<u>No. of hours of vacation</u>
After One (1) year of service	40 Hours
After completion of two (2) years	80 Hours
After completion of ten (10) years	120 Hours
After completion of fifteen (15) years	160 Hours

Section 2

The vacation period shall be the calendar year from January 1st, through December 31st.

Section 3

Employees may receive full 40 hours of vacation pay on their last regular working day prior to going on vacation. An employee shall provide no less than two (2) weeks advance notice prior to going on vacation of his desire to receive vacation

pay.

#### Section 4

Any employee covered by this Agreement who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken. The employee shall also be entitled to the full vacation which he/she would have been entitled to as if he was employed to the end of the calendar year.

#### Section 5

In the event that an employee is entitled to vacation at the time of his or her death, his or her widow or his or her estate shall receive the earned vacation pay.

#### Section 6

An employee terminated for any reason shall be entitled to vacation on pro-rata basis.

#### Section 7

An employee may "bank" or "carry over" up to forty (40) hours vacation into the next year. The total number of "banked" hours/ shall not exceed eighty (80) hours/.

#### Section 8

- A. Commencing on the fourth (4th) Monday of March of each year, the vacation scheduling shall commence. Each employee, in seniority order, shall have two (2) work days to select his vacation. In cases of absence from work, the Superintendent will be responsible for contacting the absentee and securing his choices. Requests for vacation, occurring during the period January 1st until the then current period or the completion of the selection process, whichever occurs first, will be handled on a first come, first serve, basis.
- B. During any given week, two (2) employees in the Water Department shall be permitted to be on vacation. During any week in which a holiday occurs, as indicated on the schedule, then two (2) employees from the Water Department shall be permitted to be on vacation.
- C. Employees will be permitted to schedule up to three (3) weeks vacation time in increments of single days, i.e., less than a full week but no less than a full day. Single day vacations will be scheduled as provided in Section 8(a) above.
- D. Additional employees may be scheduled to be off on vacation during any week, which exceeds the allowed limits of Section 8(c) above, at the discretion of the Superintendent.
- E. Management reserves the right to deny or cancel vacation in extreme cases



of emergency and reschedule as agreed by the Superintendent and the employee.

**ARTICLE 27**      **HEALTH AND INSURANCE BENEFITS**

**Section 1**

The Township shall provide to each employee and their families the following insurance plans to the employee:

- A. A zero dollar (\$0.00) deductible prescription drug program for generic brand drugs; twenty five dollar (\$25.00) deductible for name brand drugs when there is no available generic; and forty-five dollar (\$45.00) deductible when a generic is available but not used.
- B. A dental plan with comparable benefit levels to the plan currently in force.
- C. Vision allowance of a maximum of one hundred and fifty dollars (\$150.00) for the employee and his family (both taken together as a unit) towards eye examinations plus a maximum of three hundred dollars (\$300.00) for glasses every year, upon presentation of a voucher or certified bill.

**Section 2**

The Township shall provide to each employee the following insurance coverage at no cost to the employee:

- A. A twenty thousand dollar (\$20,000.00) life insurance having a death benefit payable to the designated beneficiary of the employee.

**Section 3**

The Township shall provide to each employee and their family an insurance plan equal to or better than what currently exists as follows:

- A. A medical plan with comparable benefit levels to the plan currently in force.
- B. Co-pay: the employees who enroll in the above plans shall contribute to their health benefits in accordance to New Jersey State Law as defined in Chapter 78. Any Federal or State Statue changes during the duration of this contract shall apply.

**Section 4**

An employee hired prior to February 1, 2006 who retires with at least fifteen (15) years of service and has reached the age of sixty-two (62) years or more of age the employee shall pay \$2,000 per year towards their health care benefits. In the

event the Township goes to the State Health Benefits plan, the responsibility for medical coverage upon retirement shifts to the State of New Jersey, or as spelled out in New Jersey State Statute 40A:10-23

An employee hired after February 1, 2006 shall be required to have 25 years of service and reach the age of 55 to be eligible to the coverage provided in this article.

An employee hired after January 1, 2011 shall be required to have 25 years of service and reach the age of 55 to be eligible to the coverage provided in this article. An employee retiring after January 1, 2011 shall be required to pay a minimum of \$2,000 per year towards said coverage.

All retirees hired after January 1, 2011 will be afforded the same benefits of existing employees and will be bound by any changes in benefits or health care carriers of existing employees.

## **ARTICLE 28      SCHOOLING**

### **Section 1**

The Employer shall reimburse employees for the cost of tuition, books and supplies for causes of continuing education where the course(s) provide: work status improvement, lead to a degree or certificate used in the work place, a general course of study providing educational credits in work related courses of studies. Reimbursement shall be made to the employee upon completion of the course with a passing grade and upon submission of receipts for such payments.

### **Section 2**

The Employer is committed to the continuing education and professional development of its employees. The Union recognizes, accepts and agrees with the concept of continuing education and professional development of employees.

### **Section 3**

An employee who obtains prior approval from the Employer to take courses which are related to employment requirements, and who complete the course, shall be reimbursed for the tuition and course materials required by the Employer. No employee shall be eligible for reimbursement unless the employee has first obtained the permission of the Employer to attend the class.

### **Section 4**

The Employer shall pay for all tuition, course, books and registration fees for all

courses taken by the employees which are approved in advance by the Employer.

The courses shall be taken, so as not to conflict with regular working schedules.

Section 5

An employee shall not be compensated for any time spent in taking courses or in study or preparation for course work. The Employer, however, shall compensate the employees for any time spent in taking examinations for licenses, if those examinations are offered only during the regular workday and in addition, only if the employee passes the regular examination. An employee may, however, take a vacation or personal day in order to be compensated for a day in which an examination is taken, but not passed. If the employee prefers to take an examination during the workday which is offered at night, or fails an examination taken during the workday, the employee shall not be compensated for that time.

Section 6

For educational purposes requiring employees to go to school for additional purposes, the employee shall be paid twenty (20) cents per mile, provided that the employee passes the course and submits proof to the Chairman of the employee's Department or the Chairman's designee

Section 7

Where an employee has obtained a license relative to water treatment and/or distribution, said employee(s) hourly base rate of pay shall be increased per hour for each license obtained as follows (i.e):

W1 and/or T1	\$ .50 per hour
W2 and/or T2	\$1.00 per hour
W3 and/or T3	\$1.50 per hour
W4 and/or T4	\$2.00 per hour

**ARTICLE 29**      **INJURY PAY**

Section 1

In the event an employee is injured on the job, he/she shall sustain no loss of pay for the balance of the day.

Section 2

The injury shall be substantiated by a doctor or hospital report.

Section 3

The employee shall also be paid in the event he must have follow-up treatment



during work hours.

Section 4

In the event an employee is injured off the job, due to an injury resulting from any illegal activity or injury relating to the abuse of drugs or alcohol, the employee will not be compensated for lost time from work.

Section 5

All workman's compensation checks received by the employee must be turned over the Township Finance Department.

**ARTICLE 30      SAFETY**

Section 1

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property.

Section 2

Employees shall immediately report all defects of equipment in writing.

Section 3

The Township shall not ask or require an employee to take out equipment that has been reported in an unsafe operating condition until same has been approved as being safe by a properly appointed Township mechanic or supervisor.

Section 4

No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused entirely by the employee's gross negligence or improper act.

Section 5

Any employee involved in an accident shall immediately report said accident and any physical injury sustained.

Section 6

When required by the Township, the employee, before going off duty and before starting his next shift, shall make out an accident report in writing, on Township time, on forms furnished by the Township, and shall turn in all available names and addresses of witnesses to the accident.

Section 7

The Township shall maintain in good repair sanitary conditions for its employees, such as toilets and hot and cold running water.

Section 8

The Township will discipline up to and including termination any employee who it is proven deliberately destroys or renders machinery useless.

Section 9

The Township will pay up to an allowance of one hundred and fifty dollars (\$150.00) per year for one pair of safety shoes. All personnel are required to wear same in the performance of his/her duties. Employee shall be reimbursed for out of pocket expense upon proof of purchase.

Section 10

The Township will provide acceptable uniforms. Clothing will be issued to all employees, with the exception of the secretarial staff, no later than the third (3rd) month of each year. The clothing shall consist of the following;

- Five (5) Sweat Shirts
- Five (5) Short Sleeve T-Shirts
- Five (5) Pairs of Pants
- One (1) Jacket

All employees are required to wear issued uniforms during working hours. Any employee who shows up for work without the issued uniform will be sent home without pay until uniform is worn.

Section 11

All employees are required to attend all safety meetings scheduled by management during working hours.

**ARTICLE 31**      **SENIORITY**

Section 1

All openings or vacancies shall be filled according to seniority. Each employee shall have a sixty (60) day qualification period. If at the end of the qualifying period, the Township feels that the employee is not qualified, they shall then furnish irrefutable proof to the Union to substantiate this claim. Any employee so disqualified or voluntarily gives up the promotion, transfer or demotion shall be allowed to resume his/her former position without penalty.

In the event the employer may not obtain sufficient or qualified employees to fill the openings or vacancies, then they may fill such positions from other sources.

Section 2

An employee's length of service shall not be reduced by time lost due to absence for bona fide illness or injury certified by a physician, or approved leave of absence.

### Section 3

Seniority shall be lost and employment terminated if any of the following occur:

- A. Discharge with cause;
- B. Resignation
- C. Failure to return promptly upon expiration of authorized leave;
- D. Absence for three (3) consecutive working days without leave or notice;  
and
- E. Engaging in any other employment during a period of leave.

### Section 4

If the Township establishes different starting times for employees in the same job classification, the senior man, if qualified in the classification, shall have the choice.

### Section 5

Once each year, during the month of January, the Township shall compile and submit to the Union in writing; and then post in a conspicuous place, a seniority list or lists from the regular payroll records. Any employee hired after said posting shall have their names added to this list in order of date of hire, and the Union shall be notified of such additions.

### Section 6

After an employee has completed his probationary period, the employee shall gain seniority status and his seniority on the seniority list shall revert to the first day of his probationary period.

### Section 7

Inability to perform work because of proven illness or injury shall not result in the loss of seniority rights.

## **ARTICLE 32      PROBATIONARY PERIOD**

All employees, prior to becoming a permanent employee with the Township shall serve a probationary period of sixty (60) days.

## **ARTICLE 33      LAYOFF AND RECALL**



Section 1

Should it become necessary to lay off employees because of lack of work, the Township shall resort to strict seniority, which means the last employee hired shall be the first employee laid off, so long as the employee retained is qualified to do the work.

Section 2

When the Township recalls the employee it shall be done in the reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled, so long as the employee to be recalled is qualified to do the work necessitating the recall.

Section 3

The Township agrees that it will attempt to notify all employees affected by a lay off at least one (1) week in advance.

Section 4

The Township agrees to give at least one (1) week notice whenever making seasonal or permanent layoffs to the Union, Shop Steward and the affected employees whenever possible.

Section 5

Notices must be given in writing.

Section 6

The Township when recalling laid off employees, shall contact the employee at the employee's last known address by registered letter, and the employee shall have five (5) days to respond to such recall notice.

**ARTICLE 34      HIRING ADDITIONAL EMPLOYEES**

Section 1

The Township shall notify the Union when any new employees are to be hired to fill positions within the terms of this Agreement.

Section 2

The Union shall have the right to send applicants for the job or jobs, and the Township agrees to interview such applicants and give the same consideration to Union sent applicants as is given to applicants from other sources.

Section 3

This provision shall not be deemed to require the Township to hire Union applicants or to preclude the Township from hiring employees from other sources.

Section 4

During the probationary period, the employee may be discharged without recourse, provided that the Township may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members.

Section 5

After successful completion of the probationary period, the employee shall be placed on the regular seniority list.

Section 6

In case of discharge within the probationary period, the Township shall notify the Union in writing.

Section 7

The present work force of employees shall not be reduced through the use of part-time, casual or seasonal, or non-union employees. Any work related to jobs normally performed by employees covered by this Agreement shall be manned by said employees at pay rates according to Township ordinance.

**ARTICLE 35**      **WORK PERFORMED BY COVERED EMPLOYEES**

All work performed in any classification covered under this Agreement shall be performed solely by employees covered under this Agreement; and no work under any classification covered by this Agreement shall be performed by either the Employer or the Employer's representatives. Nothing in this provision shall prevent temporary use of the Township employees, temporary employees or court assigned employees, Supervisors or Department Heads to fulfill any function in time of emergency. The power to determine and declare an emergency shall be at the sole discretion of the Township.

**ARTICLE 36**      **FULLY BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargained 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 parties at the time they negotiated or signed this Agreement.

**ARTICLE 37 SEPARABILITY AND SAVINGS**

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language might appear.

**ARTICLE 38 DURATION OF AGREEMENT**

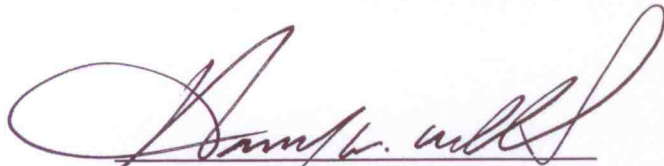
This Agreement shall be in full force and effect as of **January 1, 2014** and shall remain in effect to and including **December 31, 2016**, without any reopening date.

This Agreement shall continue in force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Pennsville, New Jersey on 28<sup>th</sup> day of AUGUST, 2014.

TEAMSTERS LOCAL UNION NO. 676

TOWNSHIP OF PENNSVILLE  
SALEM COUNTY, NEW JERSEY



Howard W Wells  
President & Executive Officer



Date: 9-2-2014

Date: 9-4-2014