

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**INTERNATIONAL UNION OF OPERATING
ENGINEERS**

LOCAL 68-68A-68B, AFL-CIO

AND

TOWNSHIP OF GALLOWAY

Site: Same As Above, Galloway, NJ

JANUARY 1, 2013 - DECEMBER 31, 2016

ARTICLE I - PURPOSE

This Agreement entered into by the TOWNSHIP OF GALLOWAY, 300 East Jimmie Leeds Road, Galloway Township, NJ 08201 hereafter referred to as the "Township" and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B, affiliated with the AFL-CIO, 11 Fairfield Place, West Caldwell, NJ 07006, hereafter referred to as the "Union" has as its purpose the promotion of harmonious and cooperative relations between the Township and the Union; the establishment of equitable and peaceful means for minimizing such disputes and providing for their resolution.

The Township and the Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the results of such negotiations and establishing procedures to provide for the protection of the rights of the Township and the Union and to insure orderly and uninterrupted service to the public.

ARTICLE II - RECOGNITION

The Township of Galloway pursuant to N.J.A.C. 19:11-3.1 voluntarily recognizes International Union of Operating Engineers, Local 68-68A-68B as the exclusive bargaining agent for the Full-time and Regular Part-time Supervisory blue collar employees employed in the Department of Public Works for the purpose of collective negotiations.

The Township and its agents will not discriminate in any manner whatsoever against any member of the Union because of said membership and activity.

ARTICLE III - UNION RIGHTS

A. Union Visitation: The Accredited representatives of the Union shall be permitted to enter the Township premises, after giving advance notice to the Department Head, during working hours, with the provision that at no time shall such visitation rights interfere with the work requirements of any employee or the operation of his/her department or the Township.

B. Bulletin Boards: The Union may post notices and bulletins on the Union-designated bulletin boards as mutually agreed upon. Any material posted must be signed by a shop steward, dated and clearly identified as to source.

C. Union Dues: The Township will remit to the Union all deducted dues monies no later than the 15th of the month following the month for which the dues were deducted. If the dues remittances are not received by the 15th of the month following the month for which the dues were deducted the Union will notify the Township of the delinquency. If dues remittances have not been received by the Union in full within 30 days from the 15th of the month following the month for which dues were deducted the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Employer was delinquent in transmitting deducted dues payments to the Union, the Arbitrator shall award interest, 20% of the delinquent amount to the award as liquidated damages, and shall hold the Employer liable for the full cost of the Arbitration, including the Union's attorney fees.

ARTICLE IV - MANAGEMENT'S RIGHTS

A. The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of New Jersey, and the United States of America; including, but without limiting the generality of the foregoing, the following specific rights:

- (1) To the executive management and administrative control of all Township functions, properties and facilities, and the activities of the Township employees;
- (2) To take personnel action subject to the provisions of Applicable Federal & State Law and Township Personnel Policy;
- (3) To maintain the efficiency of Township operations;
- (4) To take all necessary actions to carry out its mission in emergencies; (Emergency to be construed as a sudden, generally unexpected occurrence, man-made or natural, demanding immediate action);
- (5) To exercise complete control and discretion over its organization and the technology of performing its work;
- (6) To schedule employee work hours pursuant to the terms of this Agreement.

B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Township, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation thereof, shall be limited only by the specific and

express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

C. It is understood and agreed that the Township, at its sound discretion, possesses the right in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Township, except as modified by this Agreement.

ARTICLE V - NO STRIKE-NO LOCKOUT PLEDGE

During the term of this Agreement or any extension thereof the Union agrees that there shall be no strikes, walkouts, or stoppages of or interference with work and the Township agrees that there will be no lockout during the term of this Agreement or any extension thereof.

ARTICLE VI - NO DISCRIMINATION

The Employer and the Union agree that the provisions of this Agreement shall be applied to employees covered hereby without discrimination based upon sex, age, race, color, creed, handicap, veterans' status, marital status, or national origin.

ARTICLE VII - SHOP STEWARDS

The Shop Steward's authority shall be limited to and shall not exceed the following duties and activities:

1. To investigate and present grievances to the Township or the Township's designated representatives, in accordance with the provisions of the Collective Bargaining Agreement of Township premises without loss of time or pay so long as he is released by the Department Head or his Designee to do so. Such release shall not be arbitrarily withheld.

2. The transmission of such messages and information which shall originate with and are authorized by the Union, provided, such messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature and do not reasonably interfere with the Township's operations.

3. The Shop Steward shall have no authority to authorize strike action, slowdowns, or work stoppages, or any other interrupting the Township's business. The Township, in recognizing the limitations upon the authority of shop stewards and their alternates, shall have the authority to impose proper discipline, including discharge, in the event the shop steward or alternate authorizes a strike action, a slow down or work stoppage in violation of this Agreement.

4. Whenever the shop steward or his alternate is required to attend any grievance hearing and/or negotiations attended by representatives of the Employer and the Union, he/she shall be compensated by the Employer for all hours at straight time over and above normal working day.

ARTICLE VIII - LEAVES OF ABSENCE

A. An employee who for any reason considered valid by the Department Head and the Township Manager, desires to secure leave from regular duties may, with

the approval of the Department Head and the Township Manager be granted a special leave of absence without pay for a period not to exceed thirty (30) days which may be extended for an additional thirty (30) days with Department Head and Township Manager approval. Any employee seeking such special leave without pay shall submit his/her request, in writing, stating the reasons why the request should be granted, then the date when he/she desires the leave to begin and the probable return date to duty.

B. Military Leave: An employee, who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay, for a period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice prior to the effective date of such leave. Such duty is not to exceed two (2) weeks during any given year.

Full time employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein, or with the Armed Forces of the United States in time of war or emergency or pursuant to or in connection with the operation with any system of selective service.

C. Dependent Care Leave: Shall be granted in accordance with the Family Leave Act.

D. Child Care Leave: Shall be granted in accordance with the Family Leave Act.

E. Jury Duty: Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees serving as jurors will receive full

pay at straight time rate from the Township for all time served on jury duty. Any pay received from the Courts, excluding travel allowance, for serving as a juror shall be returned to the Township. This leave shall be in addition to annual vacation leave.

F. Absence Without Leave: Any unauthorized absence of an employee from duty shall be an Absence Without Leave and is cause for disciplinary action.

Leave granted for a particular reason and used for a purpose other than what for which such leave has been granted, shall be an unauthorized absence and may be cause for disciplinary action.

G. Bereavement Leave: In case of death in the family of an employee, the employee will be given up to five (5) working days leave of absence with pay. Family shall include spouse and children, legal step-children, mother or father, father-in-law, mother-in-law, grandparent, sister or brother, grandchildren, daughter-in-law and son-in-law, step-mother and step-father of an employee. In case of death of an aunt or uncle, the employee will be given up to three (3) working days leave of absence with pay.

H. Maternity Leave: Shall be granted pursuant to the New Jersey Family Leave Act.

ARTICLE IX - HOLIDAYS AND ADMINISTRATIVE/PERSONAL DAYS

A. The following days only shall be recognized as holidays:

New Years Day

Labor Day

Martin Luther King's Birthday

Columbus Day

President's Day

Veteran's Day

Good Friday

Thanksgiving Day

Memorial Day

Thanksgiving Friday

Fourth of July

Christmas Day

(3) Three Personal Day

B. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday.

C. If a holiday is observed while a full time employee is on paid annual leave status, he/she will receive holiday pay and the day will not be charged against annual leave credits.

D. If a permanent full time employee works on any of the scheduled holidays set forth in the Agreement, he/she shall be compensated at straight time for all hours worked on a holiday up to a full shift, in addition to time and one-half for the holiday (i.e., for a holiday worked - the employee will earn a total of double time and one-half his/her regular rate up to a full shift).

E. The three administrative/personal days provided by this Article is available for personal use in increments of one hour. Under normal circumstances, this time should be scheduled two (2) days in advance. An employee cannot call in for use of this time at the beginning of his/her scheduled shift unless approved by the employee's supervisor in the event of an emergency. Use of this time at the beginning of a work shift must be approved in advance. Administrative/personal time must be taken within the year accrued or forfeited.

F. Anytime a holiday is included on the scheduled on call day 24 hours the employee will receive 5 hours time and a half. If employee is called in, they will also receive three hours time and a half for being called in. (Practiced not in contract)

ARTICLE X - VACATIONS

A. All full time Township employees shall be entitled to the following annual vacation with pay as accrued:

0 -1 Year	1 day/month up to 10 days
2 through 5	12 days
6 through 10	14 days
11 through 19	20 days
20 through 24	23 days
25 and over	25 days

B. Vacation pay shall be paid at the employee's regular straight time rate per their job classification.

C. Vacations shall be scheduled and granted for periods of time requested by the Employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at a given time, the employee with the greatest seniority (as it relates to total years of service with the employer) shall be given his/her choice of vacation periods.

D. Vacation days not used in one year can be carried over into the next only, and failure to use them will result in their forfeiture as per Ordinance #1068-1991.

E. Vacation schedules must be submitted by March 31st of each year for the Department Head approval. Vacation requests submitted after March 31st will be

scheduled as a first come first served basis and will be approved in accordance with the needs of the business.

ARTICLE XI - SICK LEAVE

A. Permanent employees shall be entitled to the following sick leave with pay as accrued:

One day sick leave with pay shall accrue for each month of service from the date of appointment up to including December 31 of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis of 7.5 pays per half year. If any permanent employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed.

B. Sick leave for purposes herein defined means an employee's absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position or emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of the employee. An employee shall not be reimbursed for accrued sick leave at the time of resignation or termination of his/her employment.

C. Payment for accrued sick leave at voluntary termination of service in good standing shall be in accordance with Township Ordinance 1068 of 1991.

D. If any employee is absent for three (3) consecutive working days, for any of the reasons set forth in the above, the Township may require acceptable evidence.

The nature of the illness and the length of time the employee will be absent shall be stated on the doctor's certificate provided to the Township. When an employee takes more than seven (7) sick days within one (1) year or more than two times (2x) in a 30 day period, a doctor's note may be required at the discretion of the Director of Public Works for any reason. An employee will be terminated after three (3) days without approval notification.

E. An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave set forth above, shall notify his/her immediate supervisor, by telephone or personal message within one (1) hour before the beginning time of the employee's scheduled work day. If not done, he/she shall be considered absent without pay. Days lost to injury or illness arising from or caused by Township employment for which the employee has received Worker's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

F. Employees may sell back up to five (5) vacation days annually, to be paid the final pay of December.

ARTICLE XII - JOB POSTINGS

All positions which become open shall be posted for five (5) working days throughout the Township. Employees with a minimum of six (6) months of continuous regular employment are eligible to bid for all job openings, subject to the eligibility criteria established by the Township for the position. A copy of all postings shall be sent to the Union. The following conditions apply to the posting of jobs.

A. Applications are to be submitted in writing to the Township Clerk by the posted deadline.

B. The Township reserves its right to determine whether a job shall be filled.

C. Qualified in-house applicants will be afforded the opportunity of an interview, upon their request, and be given preference to available slots. However, the final selection will rest with the Township in each of these instances, and justification of selection will in no instance be required.

D. In filling jobs, the Township shall adhere to Affirmative Action obligations and responsibilities.

E. All employees promoted shall receive evaluations at intervals of 45 to 90 days following the effective date of their promotion.

ARTICLE XIII - DISCHARGE AND DISCIPLINE

A. The Township reserves the right to discipline employees, up to and including discharge, for just cause, subject to the grievance procedure. When an employee is reprimanded, the reprimand will be reduced to writing and copies will be given to the individual concerned, the employee's shop steward and sent to the Union. A copy of the report will be placed in the employee's personnel file. At any discussion concerning disciplinary action with the employee, upon request the employee will be entitled to have the shop steward present.

B. Each employee may review his/her own personnel file kept at the Manager's office, in the presence of the supervisor or the designated representative. Only one request for a review of an employee's personnel file will be granted each

contract year, unless the review is requested by the Union in connection with the processing of a grievance. A request to do this must be made through the employee's supervisor, who will make the necessary arrangements for the review, after working hours. The employee's shop steward, if requested by the employee, may be present at such review.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. All differences, disputes and grievances with respect to the application and interpretation of this Agreement shall be taken up between the Union and the Township as follows:

B. Any employee, or groups of employees, the Union Steward or Union may present grievances to the Department Head and may be represented by any person of their own choosing, provided, in any case, a Union representative shall be present.

C. A grievance shall be presented in the manner described hereafter no more than ten (10) working days after the occurrence of the cause of such grievance or within ten (10) working days after the employee, group of employees, Union Steward or Union became aware, or should have become aware, of the cause of such grievance.

Step No. 1: If the grievance remains unsettled, it may be presented by the Local 68-68A-68B Business Representative to the Township Manager, or his/her designee, in writing, within seven (7) working days of the prior answer. The Township Manager or designee will meet with the Local 68-68A-68B Business Representative and the grievant promptly after receipt of the grievance, and shall respond in writing to the Union within seven (7) working days from the conclusion of said meeting.

Arbitration: If the grievance is not settled in prior step, either party shall have the right to submit the dispute to mediation pursuant to the rules and regulations of the Public Employment Relations Commission.

Failure in any step to communicate on a grievance within the specified time limitation shall permit the carrying of that grievance to the next step of the procedure. Failure to institute a grievance or to appeal from a response or to carry an appeal from a response or to carry an appeal from a non-response within the specified time limitation shall be deemed to constitute an abandonment of said grievance and a waiver of any right to carry the grievance further through the grievance procedure.

Each party to the proceeding shall bear the expense of the preparation and presentation of its own case. The costs of the arbitrator shall be born equally by the parties. The award of an arbitrator upon any grievance subject to arbitration shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have the authority or jurisdiction to add to, subtract from, or modify this Agreement in any way.

The extension of the time limits in any of the steps of the grievance procedure shall be permitted only with the written consent of both the Union and the Township.

ARTICLE XV - HEALTH AND WELFARE

A. Covered employees shall participate in the N.J. State Health & Prescription Benefits Plan.

1. Township will provide dental coverage at existing levels.

B. The Township reserves the right to make changes to coverages, premium contributions, carrier, etc., where equivalent benefits will be provided.

C. The Township Drug and Alcohol Policy will follow the standard Federal Mandated Policy, and shall apply to all employees covered by this contract.

D. Employees' cost will be determined by state mandate.

ARTICLE XVI - UNIFORMS

Uniforms and shoes will be furnished to any employee where deemed to be required by the Township at \$425.00 per employee annually. Any Township identification and issued equipment will be returned to the Township when an employee terminates his employment. Uniforms must be worn when furnished. Uniforms will be replaced for fair wear and tear at the discretion of the Township.

ARTICLE XVII - PENSION PLAN

Employees are required to join and participate in the Public Employees Retirement System at the time of regular appointment. Coverage and benefits under PERS are governed by applicable New Jersey law.

ARTICLE XVIII - SAFETY

The Township is committed to providing a safe and sanitary workplace for all employees. Employees are encouraged to bring any unsafe conditions to the attention of the supervisor. The Township will continue to maintain reasonable safety rules and

regulations which shall be posted at each work location. Employees are responsible to adhere to said rules and regulations.

ARTICLE XIX - SENIORITY

A. In all cases of layoffs or recall, employees with the greatest amount of seniority and qualifications shall prevail.

B. The following shall constitute a break of service: resignation, separation for just cause, retirement, absence without leave for three (3) consecutive working days, failure to report after leave and acceptance of other permanent employment while on leave, one (1) year layoff or thirty (30) days out of unit.

C. In cases of emergencies or catastrophic events, whether man made or natural, strict seniority shall be adhered to, i.e., the #1 employee on the list shall be called in first as long as he/she is qualified. Other emergencies will be handled by the Division which is involved in that particular work and in that case seniority shall be adhered to. The Shop Steward shall work along with the Division Foreman when employees are needed for emergencies.

ARTICLE XX - WORKER'S COMPENSATION

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

ARTICLE XXI - POLITICAL ACTION COMMITTEE CHECK-OFF

The Township agrees to deduct from each employee the sum of four dollars and thirty-three cents (\$4.33) per month (or fifty-two dollars (\$52.00) per year) and to

forward that amount to the Engineers' Political Action Committee, provided that such employee has first filed with the Company an individual voluntary written authorization to make such deduction. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payment to the Engineers' Political Action Committee are not conditions of membership in the Union or of employment with the Township, and the Engineers' Political Action Committee will use the money it receives to make political contributions and expenditures in connection with Federal, State and local elections.

ARTICLE XXII - HOURS OF WORK

A. The work week shall consist of five (5) consecutive work days, Monday through Sunday in a pre-established work schedule. The work shift shall consist of eight (8) work hours. The work schedule will be 7 to 3:30 with a 30 minute lunch break.

B. All employees shall be permitted two (2) fifteen (15) minute breaks. One at 9:45 to 10:00 a.m. and another between lunch and the end of their scheduled day.

C. Any changes to an employees work day or work week must be posted five (5) working days in advance of such change.

D. Employees must clock in and out each work day.

ARTICLE XXIII - OVERTIME

A. One and one-half (1-1/2) the employee's hourly rate of pay shall be paid for overtime worked under the following conditions:

(1) All work performed in excess of eight (8) hours per day/forty (40) hours per week.

(2) All hours on an employee's normally scheduled day off.

B. Two times the employee's hourly rate of pay shall be paid for all work performed on the 7th day (Sunday) in an individual work week.

C. The following will be regarded as hours worked for the purposes of computing overtime:

(1) All hours actually worked.

(2) Holidays (scheduled), including Personal Days.

(3) Vacations.

(4) Sick time.

D. The Township shall require mandatory overtime in cases of emergency.

E. All Township employees who are required to work three (3) hours beyond their regular scheduled eight (8) hours shift shall be provided a dinner allowance up to \$10.00. Employees called in on an emergency prior to 6:00 a.m. shall be provided a breakfast meal or allowance not to exceed \$8.00.

F. In an attempt to save resources the bargaining unit shall be permitted to competitively bid on work/projects that in some cases would be performed by outside contractors provided the unit possess the skill and ability to perform the work as

required, as agreed upon by the Township Manager in consultation with the Infrastructure Committee.

G. In the event of a schedule change the effected employee shall be given a minimum of a seventy two hours notice. In the event an employee does not receive the above noted notice, the overtime provisions of the agreement shall apply. The effected employee may also elect to be compensated with paid time off in lieu of overtime payment.

ARTICLE XXIV - CALL-IN/STAND BY

A. An employee who has been called in to work in addition to his/her regularly scheduled shift shall be paid at the overtime rate. Call-in pay begins when an employee clocks in. Call-in pay shall end when the call-in work ends and the employee clocks out, or at the beginning of the employee's regular work shift, whichever is earlier. The employee will be permitted to leave the work site when the work assignment is completed unless the employees scheduled work shift has commenced.

In all instances, however, full time employees are guaranteed three (3) hours minimum compensation regardless of the number of hours worked.

B. On-Call: All on-call employees will be compensated as follows:

Monday through Friday: One (1) hour at time and one half rate of pay for being on-call each day.

Saturday 7:00 am to Monday 7:00 am: Eight (8) hours at time and one half of pay for being on-call.

C. Employees on Call: Shall receive a minimum of three (3) hours compensation regardless of the number of hours worked except when employees are called in less than two (2) hours prior to the start of their shift.

ARTICLE XXV - GENERAL PROVISIONS

A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by decision, whereupon the parties agree to commence negotiations relative to the invalidated portion.

B. Utility members shall be “essential personnel,” and not subject to furlough, except in extreme financial hardships for the utility.

ARTICLE XXVI - WAGES

January 1, 2013	0.00% increase
January 1, 2014	2.00% increase
January 1, 2015	2.00% increase
January 1, 2016	Wage reopener July 1, 2015

ARTICLE XXVII - EDUCATION, CERTIFICATIONS & TRAINING

A. Any member who receives a C-1 License shall be compensated \$1,000 to be placed in base salary.

B. Any member who receives a C-2 License shall be compensated an additional \$1,000.00 for no more than a total of \$2,000 to be placed in base salary.

- C. The appointed back-up C-2 License Holder shall receive an additional \$2,000 for no more than a total of \$4,000.00 to be placed in base salary.
- D. The Superintendent shall receive a stipend of \$3000.00 dollars in contract year 2014, a \$4000.00 stipend in contract year 2015. The stipend for year 2016 shall be determined during the wage negotiations for that year. The above noted stipend is for the D.E.P. required C-3 license.
- E. All members shall be authorized to use a Township vehicle for attendance at all job-related classes with prior approval.
- F. CPWM License shall receive \$1,000 annually to be placed in base salary.
- G. Employees who maintain a DEP/Compost Cert shall be compensated \$1000.00 to be added to base wages beginning in contract year 2015.
- H. Any additional classes or certifications must be approved for compensation between Township & the Union.

ARTICLE XXVIII - GENERAL POLICIES

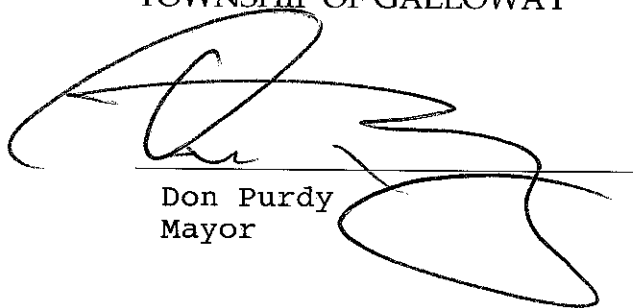
- A. All personnel policies shall be governed by Township practice and the adopted Township Employee Handbook unless otherwise specified herein or under applicable Ordinance, Statute, or Case Law.
- B. If the municipal complex is closed, due to weather or national emergency, time compensation is same as GWU members.

ARTICLE XXIX - DURATION AND TERMINATION

This Agreement shall be effective as of January 1, 2013 and shall remain in full force and effect until December 31, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date that it desires to commence negotiations.

IN WITNESS WHEREOF, the Township of Galloway and Local 68-68A-68B of the International Union of Operating Engineers, AFL-CIO, have caused this Agreement to be signed by the duly authorized representatives as of this 10th day of Sept. 2013.

TOWNSHIP OF GALLOWAY



Don Purdy
Mayor

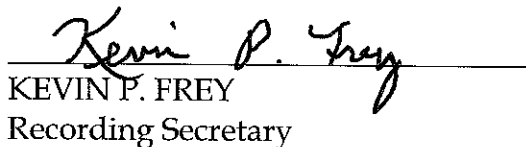
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B, AFL-CIO



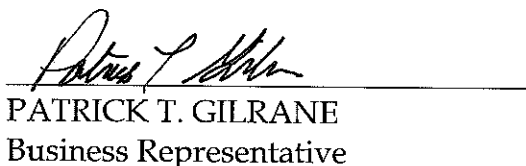
THOMAS P. GIBLIN
Business Manager



EDWARD P. BOYLAN
President



KEVIN P. FREY
Recording Secretary



PATRICK T. GILRANE
Business Representative