

AGREEMENT

between

**TOWNSHIP OF OCEAN
MONMOUTH COUNTY, NEW JERSEY**

and

LOCAL NO. 177

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA**

**1 JANUARY 2004 THROUGH 31 DECEMBER 2009
(Division of Sanitation - Department of Public Works)**

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	Preamble	3
I	Recognition	4
II	Management Rights	5
III	Non-Discrimination	6
IV	The Union	7
	Section A - Conduct of Union Business	7
	Section B - Shop Steward	7
	Section C - Dues Check-Off	8
	Section D - Representation Fee	9
V	Maintenance of Work Operations	11
VI	Grievance Procedure	12
VII	Immediate Discharge	14
VIII	Wages	15
IX	Longevity	16
X	Leave	17
	Section A - Vacation Leave	17
	Section B - Sick Leave	18
	Section C - Holidays	19
	Section D - Bereavement Leave	20
	Section E - Personal Leave	20
	Section F - Injury Leave	20
XI	Hospitalization and Pension	22
XII	Hours of Work	23
XIII	Miscellaneous	24
XIV	Separability and Savings	26
XV	Term and Renewal	27
	Schedule A	28

PREAMBLE

THIS AGREEMENT made this day of , **2004**, between the TOWNSHIP OF OCEAN, MONMOUTH COUNTY, NEW JERSEY, a municipal corporation of the State of New Jersey, (hereinafter referred to as the "Township"), and LOCAL No. 177 A/W INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (hereinafter referred to as "UNION"), represents the complete and final understanding for all bargainable issues between the Township and the Union.

ARTICLE I

RECOGNITION

SECTION A. The Township of Ocean recognizes Local Union NO. 177 IBT pursuant to Public Employment Relations Commission, Docket No. RO-84-17, as the exclusive representative for collective negotiations for all regular full-time, non-supervisory sanitation workers employed in the Division of Sanitation, Department of Public Works of the Township of Ocean, comprising the following job classifications:

Sanitation Workers I and II but excluding all other Township employees, managerial executives, professional and craft employees, policemen, clerical employees and supervisors within the meaning of the Act.

ARTICLE II

MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Township government and its properties and its facilities, and the activities of its employees.

2. To establish reasonable work rules in written form, to be supplied to each member of the Union. In addition, the Director of Public Works shall have the right to issue reasonable oral work rules.

3. To hire all employees, and subject to the provision of law, to determine their qualifications and conditions for continued employment of assignment, and to promote and transfer employees.

4. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.

5. In the exercise of the foregoing rights and powers, authority, duties or 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 by 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 the State of New Jersey and of the United States and the ordinances of the Township of Ocean.

6. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 11, 40 and 40A, or local laws or ordinances.

7. In the event of a conflict between any provision of this Agreement and any existing ordinance, resolution, rule or regulation of the Township, the provision of this Agreement shall govern.

8. To modify solid waste and recyclable collection methodologies and equipment.

ARTICLE III

NON-DISCRIMINATION

A. There shall be no discrimination, interference, or coercion by the Township or any of its agents against any employee because of membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE IV

THE UNION

SECTION A. CONDUCT OF UNION BUSINESS

1. No Union member, officer, shop steward or alternate shop steward shall conduct any Union business on Township time except as specified in this Agreement.

2. No Union meeting shall be held on Township time unless specifically authorized by the Township.

3. A representative designated by the Union shall be permitted to visit Union members on Township property for the purpose of discussing Union business, only after prior notice to the Township of the proposed visit is made, and after authorization is given by the Township, which authorization shall not be unreasonably withheld, provided that said visit will not interfere with the conduct of the Township business, or with the duties of any of its employees.

4. Upon request, the shop steward or alternate shop steward shall be granted a reasonable amount of time to process grievances provided there is no interference with the conduct of Township business or with the duties of any of its employees.

SECTION B. SHOP STEWARD

1. Township will recognize an employee as shop steward or alternate only after having received written notice of his/her election or appointment by the Union.

2. All references made herein to the responsibilities and duties of the shop steward shall apply to the alternate shop steward in the absence of the former.

3. Shop steward will suffer no loss of pay for time spent during working hours in the performance of his/her duties, providing the supervisor has approved his/her deviation from work in advance. The supervisor shall not withhold such permission unreasonably when it does not interfere with accomplishment of the Division's responsibilities.

4. The employer agrees to grant the necessary time off, without discrimination or the loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official business provided forty-eight (48) hours written notice is given to the employer by the union, specifying the length of time off, provided the time off does not adversely affect the operation of the Sanitation Division.

ARTICLE IV - THE UNION (continued)

SECTION C. DUES CHECK-OFF

1. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and the Union, and consistent with applicable law), the Township agrees to deduct from the pay periods of each month, uniform membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Township shall promptly remit monthly any and all amounts so deducted with a list of changes to the Secretary-Treasurer of the Union.

2. Any changes in monthly dues will be certified in writing by the Secretary-Treasurer of the Union or his designee, and the amount shall be uniform for all members.

3. No. deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deduction for a prior month's dues will not be made in respect to such dues, except where the Township, through error or oversight, failed to make the deduction in any monthly period.

4. The Union agrees that it will indemnify and hold harmless the Township of Ocean against any and all claims, demands, losses or expenses in any matter resulting from action taken by the township of Ocean at the request of the Union under this Article.

5. The Township will notify the Secretary-Treasurer of the Union, monthly, of the hiring of all employees, their address, birth date, classification, rate of pay, and social security number. The Township will similarly notify the Secretary-Treasurer of the Union of all employees who are terminated from the Township's payroll.

ARTICLE IV - THE UNION (continued)

SECTION D. REPRESENTATION FEE

1. If a permanent employee does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for the membership year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be pro-rate with respect to those dues, fees and assessments that are normally pro-rated for members of the Union. The representation fee shall be in an amount equal to no more than eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Township by the Union, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of a representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

2. Procedure

- (a) Notification: Prior to March 1 of each year, the Union will submit to the Township a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.
- (b) Payroll Deduction Schedule: The Township will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the Township; or (b) thirty days after the employee begins his or her permanent employment in a bargaining unit position.
- (c) Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular monthly membership dues to the Union which shall be deducted on the first pay period of the month.

ARTICLE IV - THE UNION (continued)

- (d) Changes: The Union will notify the Township in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten days after the Township receives said notice.
- (e) New Employees: On or about the last day of each month, beginning with the month this agreement becomes effective, the Township will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, and dates of employment for all such employees.
- (f) Termination of Employment: If an employee who is required to pay a representation fee terminate his or her employment with the Township before the Union has received the full amount of the representation fee to which it is entitled under this Article through the last day of the month in which employment ceases, the Township will deduct the unpaid portion of the monthly fee from the last paycheck paid to said employee during the membership year in question.

3. Indemnification - With respect to dues deductions, representation fee deductions, and the Union's demand return system established pursuant to law, the Union shall indemnify, defend, and hold the Township harmless against any and all claims, demands, suits, or other forms of liability by the Township pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above shall not be effective unless and until the Union shall have notified the Township in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

ARTICLE V

MAINTENANCE OF WORK OPERATIONS

A. The parties agree that there shall be no lock-outs, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize instigate, or condone such activity, nor shall any employee participate in such activity. In the event employees engage in any activity prohibited by this session, the Union shall use its best efforts to terminate such activity.

B. It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Township. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, 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 in writing disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. Nothing contained in the Article shall limit the Township in its remedies for the prohibited activities noted herein, in law or in equity. Such remedies shall include actions in law or in equity for breach of contract and other damages in the event that the Union has authorized or failed in writing to disavow such action.

ARTICLE VI

GRIEVANCE PROCEDURE

SECTION A. PURPOSE

1. The purpose of this Article is to set forth a grievance procedure by means of which employees governed by this Agreement, or the Union as representative of such employees, may appeal the interpretation, application or violation of any of the provisions of this Agreement.

2. It is agreed that the procedure set forth herein will be kept as informal as may be appropriate. Furthermore, nothing herein contained shall be construed as limiting the right of an employee to discuss a complaint informally with any appropriate member of the departmental supervisory staff and to have the complaint adjusted.

3. Disputes concerning terms and conditions of employment governed by statute or administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not proceed beyond step one.

SECTION B. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole, exclusive method for resolving employee grievances (as that term is hereinabove described in Section A) and shall be followed in its entirety unless any step is waived by mutual consent:

1. STEP ONE:

In the event that any employee covered by this Agreement has a grievance, s/he shall present such grievance within five (5) working days of the occurrence for informal discussion with the shop steward and the immediate supervisor. Failure to present such grievance within the five (5) day period shall be deemed a waiver of the grievance by the employee and the Union. The supervisor shall decide the grievance within three (3) working days after the grievance is first presented to him/her.

2. STEP TWO:

If the grievance is not settled at STEP ONE, the grievant may make written request for a Second Step meeting within five (5) working days after the answer at the First Step. The Director of Public Works or his/her designee shall set a meeting within five (5) working days after the request. Said Second Step meeting shall be between the Director of Public works or his/her designee and the grievant and the Business Representative of the Union. The Director's answer to the Second Step shall be delivered to the grievant with a copy to the Union within ten (10) working days after the meeting.

ARTICLE VI - GRIEVANCE PROCEDURE (continued)

3. STEP THREE:

If the aggrieved person is not satisfied with the handling or result of the grievance at STEP TWO, he/she may within five (5) working days notify in writing the Township Manager that s/he wishes to have him/her rule on the aggrieved matter. A meeting shall be set within fifteen (15) working days following receipt of the aforementioned notice to the Township Manager. At such meeting, the aggrieved shall appear with a representative of the Union. The Manager's or his/her designee's answer to STEP THREE shall be delivered to the grievant with a copy to the Union within ten (10) working days after said meeting.

SECTION C. ARBITRATION

1. If no satisfactory resolution of the grievance is reached at STEP THREE, then within five (5) working days the grievance shall be referred to the State Board of Mediation for the selection of an Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

2. The Arbitrator shall have no authority to add to or subtract from the Agreement.

SECTION D. TIME LIMITS

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefore, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the Grievance Procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

SECTION E. TOWNSHIP GRIEVANCES

Grievances initiated by the Township shall be filed directly with the Union within thirty (30) working days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Township and the Union in an earnest effort to adjust the differences between the parties.

ARTICLE VII

IMMEDIATE DISCHARGE

A. Within five (5) days of discharge, the Township will notify the Union in writing, by mail, facsimile transmission or personal delivery to the Shop Steward of the action and the reason(s). Thereafter, should the Union dispute the action and the matter cannot be adjusted between the parties within five (5) days, it shall be settled as provided for in Article VI, Grievance Procedure.

B. The time for processing a grievance concerning a discharge shall commence upon receipt of the notice provided for in Section A above by either the grievant or the Union.

ARTICLE VIII

WAGES

A. The salary schedule for all employees represented by the Union shall be as shown in Schedule A attached hereto and made a part hereof.

B. At all times, new employees shall begin their employment with the township in Step A of the range of the classification to which they are assigned. Employees shall progress to the next sequential step upon receiving at least a satisfactory performance rating following their anniversary date of employment.

C. All employees shall be subject to at least an annual review of the work they have performed throughout the year in the month preceding each yearly anniversary of their employment in accordance with the Performance Evaluation Program. Upon the satisfactory completion of their duties, employees may progress to the next step of their salary classification. This process shall continue during the subsequent years of service until the maximum step is achieved.

D. Upon reaching the maximum step in the assigned salary range, there shall be no more "movement in step".

E. Merit adjustments shall be applicable to employees who have reached the maximum step of their range. These adjustments shall be apart from the employee's base salary. In accordance with the Performance Evaluation Program, an employee's performance shall be reviewed periodically by the immediate supervisor to determine quality of performance. The employee shall receive all or a portion or none of the adjustment amount depending upon the performance rating. These adjustments are subject to evaluation done during the course of each year. The adjustment may be awarded in successive years but is not awarded automatically, and is not the basis for any subsequent adjustment. Each year is an individual time period, and in order to qualify for the adjustment an employee's work must be judged satisfactory or better during the preceding yearly period.

F. The following shall serve as the annual merit adjustments:

QUALITY OF SERVICE		
<i>DOES NOT MEET STANDARDS</i>	<i>MEETS STANDARDS</i>	<i>EXCEEDS STANDARDS</i>
-0-	\$400	\$500

ARTICLE IX

LONGEVITY

A. Employees covered by this Agreement shall receive, in addition to the salaries as provided on the Salary Schedule, a longevity increment based upon years of continuous service and satisfactory performance to be determined in accordance with the following schedule:

<u>Years of continuous satisfactory full-time employment commencing with:</u>	<u>Longevity Increment</u>
Beginning 9th yr through 11 yrs	\$ 950.
Beginning 12th yr through 15 yrs	1,250.
Beginning 16th yr through 20 yrs	1,550.
Beginning 21st yr and over	1,850.

B. For the purpose of determining longevity an employee covered by this Agreement shall qualify for the longevity increment during the next regular pay period following said employee's date of anniversary of employment. Such pro-rated increment shall be paid at that time and thereafter. It is understood and agreed that the term "anniversary date of employment" refers to the beginning date of the employee's present full-time employment with the Township.

ARTICLE X

LEAVE

SECTION A. VACATION LEAVE

1. Full-time employees shall be granted leave with pay in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>WORKING DAYS PER YEAR</u>
After 1 year and through 3 years of service:	Ten (10) days
After 3 years and through 7 years of service:	Thirteen (13) days
After 7 years and through 10 years of service:	Fifteen (15) days
After 10 years and through 15 years of service:	Eighteen (18) days
After 15 years and through 20 years of service:	Twenty-one (21) days
After 20 years and through 25 years of service:	Twenty-four (24) days
After 25 years of service and thereafter:	Twenty-five (25) days

2. Vacation allowance must be taken during the current anniversary year at such time as permitted by the Department Head. Vacation leave may be carried forward into the next succeeding year only if the employee notifies the Department Head at least ninety (90) days prior to the end of the current anniversary year and if the Department Head determines the individual cannot take vacation leave during the anniversary year because of pressure of work. Any vacation time carried forward to the next succeeding anniversary year must be used during the next one hundred eighty (180) calendar days. Employees may request from the Township payment of unused vacation time carried into the following anniversary year at the rate of \$75.00 per day. The Township retains the right to deny such payment and the employee shall be required to take such time as vacation.

3. An employee who retires or who otherwise separates in good standing shall be entitled to the vacation allowance for the current year on a pro-rated basis and any vacation leave which may have been carried over from the preceding anniversary year in accordance with paragraph 2 above.

4. Whenever a permanent employee dies, having to his credit any vacation leave, there shall be paid to his estate a sum of money equal to said vacation leave.

5. Senior employees shall be given preference in the selection of vacation periods providing the needs of the Township are met and the request is made at least six months prior to the requested vacation time off.

ARTICLE X - LEAVE (continued)

SECTION B. SICK LEAVE

1. Sick leave is defined as any absence from duty because of illness or accident not arising out of any employee's course of employment and may be used by an employee for personal illness. However, employees may utilize up to a total of five (5) days of sick leave per year for illness in their immediately family which requires their attendance upon the ill member. For the purposes of this Article, immediate family is defined as spouse or children, or other relatives residing in the household of the employee.

2. Permanent full-time employees shall be granted sick leave as hereinbefore defined, with pay to which each is eligible as follows:

- a. Each employee hired prior to September 1, 1996 with five (5) years or more of continuous, full-time service shall be granted three quarters (3/4) of a day for each full month of service completed.
- b. Each employee hired after September 1, 1996 shall be granted one half (1/2) day for each full month of service completed.
- c. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed.

3. The Department Head, Township Manager or designee may require a certificate from a licensed physician as proof of illness. This requirement will automatically be lifted once an employee works for six months without a sick leave absence.

4. An employee must promptly notify his Division Head of intended absence from work. Notification shall be made before the employee's usual starting time. Failure to notify his Department Head may be cause for denial of the use of sick leave for that absence, and may constitute cause for disciplinary action. Notifications by voice mail must be followed up by personal phone notification within 30 minutes of the start of the shift or by 6:30 a.m., whichever is later. If Foreman does not answer the phone, personal contact is to be made by calling Department of Public Works office between 8:30 a.m. and 9:00 a.m.

5. Absence without notice for three (3) consecutive days shall constitute a resignation. Extenuating circumstances may, in the discretion of the Township, be handled on an individual basis upon presentation by the employee involved in the circumstances.

ARTICLE X - LEAVE (continued)

6. Sick Leave Payment - An employee who retires in accordance with service retirement provisions pursuant to the statutes of the State of New Jersey shall be eligible to receive a payment equal to accumulated sick leave benefits in cash at 50% of his/her rate of pay at retirement for the first 60 accumulated days and 75% for the next 40 accumulated days. In order to receive this payment, an employee must notify the Department Head and Department of Administration of his/her intended retirement not later than 1 November of the year preceding the year in which retirement is to be taken.

7. Employees may not engage in any outside employment while utilizing sick leave extending through their return to work in the Sanitation Division, unless the Township grants the employee's request for an exception, which shall not be unreasonably denied.

8. Employees on sick leave shall be afforded the opportunity to work modified or light duty when permitted by their doctor, however it shall not be mandatory for the employee to accept such an assignment. The work assignment shall be consistent with the guidelines under *Injury Leave*.

SECTION C. HOLIDAYS

1. The following days are designated as paid holidays by the Township:

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

2. When a holiday falls on a Sunday, it shall be observed on the following Monday. In the event a holiday falls on a Saturday, it shall be observed on the previous Friday. The exception shall be any variation followed by the Monmouth County Reclamation Center. If an official holiday occurs when an employee is on sick leave or vacation, s/he shall not have that holiday charged against his/her sick leave or vacation.

3. Employees shall work on all holidays except those observed by the employees of the Monmouth County Reclamation Center and will be paid straight time pay for the holiday as such, in addition to four (4) hours pay at time and one-half. An employee who calls in sick on a work holiday shall forfeit a sick day.

4. In order for any employee to receive the straight time pay for the holiday, an employee must be present and work the next three scheduled work days following said holiday.

ARTICLE X - LEAVE (continued)

SECTION D. BEREAVEMENT LEAVE

1. Permanent employees may be granted time off without loss of regular straight time pay not to exceed three (3) days in the event of death in his/her immediate family. Absence shall not extend beyond the day of the funeral unless out of state travel is required in which case the day after the funeral may be utilized as a travel day. Notice of such absence shall be given to the Department Head as soon as possible, preferably before the employee's starting time the first day of intended absence.

2. The term "immediate family" as used in this Article shall mean father, stepfather, mother, stepmother, husband, wife, brother, sister, children, stepchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

3. The employee shall provide reasonable proof of such death.

4. The Department Head may grant more than three (3) days if in his sole discretion it is warranted. Employees must receive prior approval before taking this additional time off.

SECTION E. PERSONAL LEAVE

1. Each permanent employee covered under this Agreement shall be entitled to two (2) personal days per year, which must be taken during the calendar year in which said personal day was granted. The employee shall notify the Director of Public works, or his/her designee, at least forty-eight (48) hours prior to taking the personal day except in cases of extreme emergency.

SECTION F. INJURY LEAVE

1. Whenever an employee covered under this Agreement is incapacitated from duty because of physical injury sustained in the performance of his/her duties, he shall receive payment through the Township of Ocean's carrier for worker's compensation insurance employer in accordance with the laws of the State of New Jersey.

2. An employee shall, as soon as practical, after a physical injury has occurred, file a worker's compensation accident and claim form.

3. The time wherein said employee is not permitted or is unable by reason of certification by a Township physician to perform such duties as shall be directed by the Director of Public Works, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said employee.

ARTICLE X - LEAVE (continued)

4. An employee while on Injury Leave may not engage in any outside employment.

5. An employee should receive a step increase in the event the employee has sustained an on-the-job injury providing the following:

- a. The employee received a satisfactory evaluation on his most recent six (6) month evaluation, and
- b. The injury did not occur as a result of an employee's own obvious carelessness or negligence.

6. Any probationary employee who is absent on an injury leave for sixty (60) or more calendar days shall have the full length of the injury leave deducted from his/her length of service.

7. When modified, restricted or light duty is permitted by a worker's compensation doctor and when the employer determines that such work is available, an employee may be assigned to work up to 40 hours per week on any five consecutive days within any work week. The Township shall endeavor to identify temporary modified duty assignments including administrative duties that conform to the restrictions imposed by the treating physician.

8. There shall be no accumulation of vacation or sick leave after an injury leave extends beyond 30 calendar days.

ARTICLE XI

HOSPITALIZATION AND PENSION

A. HOSPITALIZATION

1. After two (2) full calendar months of service with the Township, employees and their eligible dependents will be covered by Blue Cross, Blue Shield, "Rider J", Major Medical, Dental and Life Insurance.

2. The Township reserves the right to change insurance carrier, so long as substantially similar benefits are provided.

3. In the event the Township administrative employees and the other Township collective bargaining units agree to a change of health insurance programs, the Local 177 Bargaining Unit agrees to accept the new program.

4. Premiums for Health and Dental Insurance -

a. The Township shall pay all premiums for employee-only coverage.

b. The Township shall pay for premiums for dependent coverage up to the following maximum amounts:

(i) Dental Insurance - Dependent rate with orthodontics - \$16.39 (as part of total family rate of \$28.32).

(ii) Health Insurance - There shall be a co-pay for the dependent portion of the health care premium equal to the lesser of 20% or lowest amount provided for any other Township employee group.

5. Effective July 1, 2004 the Township shall offer a Retiree Health Insurance Plan with the following components and limitations:

a. Retiree health benefits shall only apply to covered employees who retire after July 1, 2004.

b. Only covered employees with a minimum of 25 years of pensionable service with the Township shall be eligible for this benefit .

c. Only covered employees who are at least 55 years old shall be eligible for this benefit.

d. The level of Township payment for coverage in retirement shall be equal to 80% of the lowest cost plan offered under the NJ State Health Benefits Program.

e. No dependent coverage shall be provided in retirement except for a covered retiree's spouse.

f. No survivor benefits shall be afforded after the death of a retiree.

B. PENSION

1. In accordance with New Jersey statutes and Township ordinances, the present pension plan administered by the New Jersey Public Employees Retirement System (PERS) will be continued for the life of this Agreement.

ARTICLE XII

HOURS OF WORK

A. Sanitation employees will generally be required to work a "task day" and will be permitted to leave work upon the conclusion of their duties. In addition, sanitation employees may be required, at the discretion of the Director of Public Works, or his designee, to work routes other than their own regular routes.

B. Break Periods - Sanitation employees shall be given an opportunity to take up to a thirty (30) minute break during the first hour of work and also to take up to a ten (10) minute break at the completion of the employee's assigned route, should s/he decide to do so without pay.

C. Emergencies - Whenever an emergency because of Acts of God, weather, floods, fire natural or man-made disasters, etc. is declared by the President, Governor of New Jersey, Monmouth County Freeholders, Manager or Mayor of the Township, Director of Civil Defense or Director of Public Works, all employees must accept all regular and overtime work assignments during that emergency. All employees must advise the Township of a means by which they can be contacted to respond to emergencies. Failure to accept the work assignment or to be reasonably available for assignment will result in discipline.

D. All State-mandated training is to be included in working hours for a standard work week.

E. For plowing, sanding and salting operations (snow and ice control operations) the overtime rate of pay will continue for employees involved in the operation into the regular work day for as long as the employees continue to be involved in the snow and ice control operation providing the overtime call-out was at least six (6) hours prior to the start of the regular shift.

ARTICLE XIII

MISCELLANEOUS

SECTION A. An employee may, for just cause, be required to undergo an annual physical examination which, if required by the Township, shall be paid for by the Township. The employee will be examined by the Township Physician at the expense of the Township. If such examination is conducted during the employee's normal working hours the employee shall suffer no loss in regular straight time pay.

SECTION B. Individuals who are employed by the Township on the date of the signing of this Agreement shall not be required as a condition of employment to live within the Township.

SECTION C. SENIORITY

1. Seniority is defined for the purposes of this Agreement as the length of continuous service with the Township from the date of last hire.

2. Seniority will be utilized in determining layoffs and recalls provided the employee has the ability to perform the remaining work.

3. In the event of a layoff, employees will be subject to recall by seniority but the Township's obligation to recall will be limited to one offer of re-employment made by certified mail to the last known address or the passage of twelve months, whichever occurs first.

SECTION D. WORK SHOES

1. In lieu of the Township providing shoes for each permanent employee, the Township will provide each permanent employee with a payment of either of the following:

- a. Seventy-five dollars (\$75) to be paid twice per year on or about June 30, and December 31 of the subject year, or
- b. One hundred fifty dollars (\$150) to be paid once per year on or about September 30 of the subject year.

ARTICLE XIII - MISCELLANEOUS (continued)

2 The work shoe allowance shall begin following the completion of the probationary period. Upon the completion of the probationary period, employees shall receive a prorated work shoe allowance to carry them through December 31 of that year. The Township at its sole discretion may require safety shoes or boots to be worn.

3. If an employee is found working without the proper footwear on three (3) occasions in a calendar year they will forfeit the one hundred fifty (\$150.00) dollars shoe allowance in the following year, unless the non-compliance on the three (3) occasions is for proven legitimate cause.

SECTION E. The responsibility to obtain a commercial driver's license is solely the responsibility of the employee. Any training which may be offered by the Township to assist employees with obtaining commercial drivers' licenses shall be attended on a voluntary basis.

SECTION F. MEAL ALLOWANCE

There shall be a \$10.00 meal allowance provided for each eight (8) hours of overtime worked straight through. If overtime for plowing of snow is required to be performed immediately following a regularly schedule shift, the above meal allowance shall be paid after the fourth overtime hour.

SECTION G. The value of any lost articles of clothing not returned at the conclusion of employment shall be deducted from the employee's pay.

SECTION H. JOB BIDDING

Any vacancy for an opening on the night shift will be posted for at least seven (7) working days. Selection will be made from those employees bidding (expressing interest in the vacancy in writing) with due consideration in the selection process being given to seniority, job performance and attendance.

SECTION I. TERMINATION

There shall be an immediate loss of employment for any employee who is absent without leave on three occasions in any twelve-month period or any employee who loses his/her commercial driving license privileges.

ARTICLE XIV

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV

TERM AND RENEWAL

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by contemplation of either or both of the parties at the time they negotiated and signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, executed by both parties.

B. This contract shall be in full force and effect as of and retroactive to 1 January 2004, and shall remain in effect through 31 December 2009, without a reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives, in writing, no sooner than one hundred and eighty (180) days nor later than one hundred and thirty-five (135) days prior to the expiration date of this Agreement or a desire to change, modify or terminate this Agreement.

C. Notice served by either party on the other stating an intention to change, terminate or modify this Agreement shall be by registered or certified mail.

D. Notice sent by the Union shall be served on the Township Clerk. Notices sent by the Township shall be served on the Representative of the Union or his designed representative.

IBT LOCAL NO. 177

TOWNSHIP OF OCEAN

By _____
WAYNE FERNICOLA, SEC./TREAS.
Local No. 177

By _____
WILLIAM F. LARKIN, MAYOR

Attest:

Local No. 177

Attest: DEBORAH J. SMITH
TOWNSHIP CLERK

II Night Shift Differential - \$.35 per hour to an employee who actually works that shift, but limited to those employees who worked the night shift during 1995 for at least fifteen days.

III An employee who is called in for overtime shall be guaranteed a minimum of two hours overtime.

An employee who is called back for overtime shall be paid as of the time of the telephone call or visitation so long as the employee arrives at the designated job site not later than thirty (30) minutes following said call. An employee arriving thirty-one (31) minutes or more following said call shall be paid starting at his/her arrival at the job site.

IV. Sanitation Crew Chief

1. The Township may create the position of crew chief whose duties shall be in addition to those of any Sanitation Worker I employee who is given this assignment.
2. This assignment shall be voluntary on the part of the chosen employee and may be discontinued at any time by either the Township or the employee.
3. This position shall be compensated at the rate of \$5.00 per day for each full day worked in said position and shall be in addition to any other compensation for which the employee is eligible.
4. It shall be the responsibility of the crew chief:
 - A. to ensure that vehicle and manpower requirements are met daily depending on availability;
 - B. to write out a daily report to the foreman of all activities which shall include sick calls, tardiness, vacation requests, AWOLS, vehicle breakdowns, missed stops, etc. and an other event of a positive or negative nature worthy of comment;
 - C. to safeguard keys and equipment as issued at the Sunset Avenue garage;
 - D. to follow all directions, orders and instructions as administered by the Director of Public Works or his designee.
5. Eligibility for this assignment shall be based on seniority, attendance record and performance record.