

# **AGREEMENT**

Between

TOWNSHIP OF LACEY

Ocean County, New Jersey

and

TEAMSTERS LOCAL NO. 97 OF NEW JERSEY, IBT

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**January 1, 2004 through December 31, 2006**

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## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	UNION RECOGNITION, DUES CHECKOFF.....	4
II	MANAGEMENT.....	7
III	MAINTENANCE OF OPERATIONS.....	9
IV	STEWARDS.....	10
V	BLUE COLLAR WORKING HOURS.....	11
VI	EMERGENCY CALL-IN TIME.....	13
VII	HOLIDAYS.....	15
VIII	LEAVES.....	16
IX	VACATION TIME.....	23
X	DISCRIMINATION.....	26
XI	RIGHTS AND PRIVILIGES OF THE UNION.....	26
XII	PERSONNEL FILES.....	26
XIII	UNIFORMS, TOOLS, TRAINING.....	27
XIV	SAFETY AND HEALTH.....	29
XV	HOSPITAL AND MEDICAL INSURANCE.....	30
XVI	GRIEVANCES.....	33
XVII	PROMOTIONS AND TRANSFERS.....	36
XVIII	COMPENSATION.....	38
XIX	LONGEVITY.....	40
XX	DISCIPLINE.....	41
XXI	PROBATIONARY EMPLOYMENT.....	43
XXII	ON THE JOB INJURY.....	44
XXIII	NOTIFICATION.....	44
XXIV	RESIGNATION.....	45
XXV	TERMINATION AND EXTENSION OF AGREEMENT..	46
XXVI	FULLY BARGAINED CLAUSE.....	47
XXVII	PERFORMANCE APPRAISAL.....	48
XXVIII	LICENSES.....	49

## PREAMBLE

THIS AGREEMENT, made this 16th day of September 2003, by and between the TOWNSHIP OF LACEY in the County of Ocean, New Jersey, a municipal corporation of the State of New Jersey; hereinafter referred to as the "Township," and TEAMSTERS LOCAL NO. 97 OF NEW JERSEY, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "Union," represents the complete and final understanding on all bargainable issues between the Township and the Union.

## PURPOSE

WHEREAS, it is the intent and purpose of the parties herein to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement:

NOW, THEREFORE, the parties hereto mutually agree as follows:

## ARTICLE I

### UNION RECOGNITION, DUES CHECK-OFF, AGENCY SHOP

A. The Township recognizes the Union as the exclusive representative, as certified on December 28, 1978, by the new Jersey Public Employment Relations Commission, for the purpose of collective negotiation with respect to the terms and conditions of employment of all blue collar employees employed by Lacey Township, Ocean County, New Jersey but excluding police, managerial executives, professional and craft employees and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968 and all other employees of the Township.

B. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and Union and consistent with State Statutes), the Township agrees to deduct from the pay of each employee membership dues in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full terms of this Agreement and any extension or renewal thereof. The Township shall remit within fourteen (14) days of deduction any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

C. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township such written notice thirty (30) days prior to the effective date of such change.

D. The Union will provide the necessary check-off authorization form and deliver the signed forms to the Township Treasurer or designee. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township.

E. The Township will furnish the Secretary-Treasurer of the Union with the address, birth date, classification and rate of pay of all new employees and of all removals of employees from the Township's payroll.

F. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the union who does not join within ten (10) days of reentry into employment with the unit, shall as a condition of employment, pay a representation fee to the union by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Township by the Union.

G. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond

the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township. For the purpose of this provision, employees employed on a ten (10) month basis who are reappointed from year to year shall be considered to be in continuous employment.

H. 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 submitted 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 II  
MANAGEMENT

A. The Township of Lacey hereby retains and reserves unto itself, without limitation, all powers, rights, 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 rights:

1. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.
2. Manage employees of the Township, to hire, promote, transfer, assign or retain employees in positions within the Township and in that regard to establish reasonable work rules.
3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
4. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption 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 thereof are in conformance with the constitution and laws of the State of New Jersey and of the United States.

5. Nothing shall prevent the Township from contracting out work normally handled by bargaining unit employees.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority, under N.J.S.A. 11, 11A, 40 and 40A, or any other national, state, county or local laws or ordinances.

## ARTICLE III

### MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Union 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, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Township.

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 including but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Union shall entitle the Township to take appropriate disciplinary action including possible discharge in accordance with applicable law.

E. Nothing contained in the 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 of the Union or its members.

#### ARTICLE IV

#### STEWARDS

A. The Township recognizes the right of the Union to designate two (2) Stewards and their alternates for the enforcement of this Agreement. The Union shall furnish the Township with a written list of Stewards and alternates and notify the Township of any changes.

B. The authority of Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
2. The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers.

## ARTICLE V

### BLUE COLLAR WORKING HOURS

A. The normal workday is eight (8) hours, excluding a 45 minute lunch period. (30 minutes of lunch are uncompensated; 15 minutes are on paid time). The lunch period will be 45 minutes in duration. There will be two (2) 15-minute coffee breaks, one to be taken between 9:00 a.m. and 9:30 a.m. and one to be taken between 1:45 p.m. and 2:15 p.m.; the exact time to be taken at a time designated by the Director or designee. All coffee breaks will be taken in the vicinity of the job site (i.e., not going across town to get coffee). Abuse of this will result in disciplinary action.

B. Overtime.

1. The normal workday starts at 7:00 a.m. and ends at 3:30 p.m. The normal workweek is 40 hours, Monday through Friday. All work after or other than these hours shall be considered overtime work and shall be paid as such.
2. Time and one-half ( $1 \frac{1}{2}$ ) a person's hourly salary to be paid for each hour worked after a normal workday or workweek or on Saturday.
3. Double time will be paid after twelve (12) continuous hours of work.
4. Double time shall be paid for work on Sundays.
5. Employees shall have the option of acquiring up to ten (10) days of comp time in lieu of overtime pay. No comp days may be carried from year to year, and must be used in the year earned. Use of comp time shall be subject to the same Township policies as governs use of vacation and/or personal leave. If an emergency circumstance occurs and comp time cannot be used,

it may be carried into the next year only. Carried time must be used in the year carried or lost.

6. Overtime shall be offered to full time employees first.

C. Building Maintenance Workers:

1. Effective January 1, 1990 one employee assigned to the maintenance of the Municipal Building may be scheduled, by the Township Administration, as needed for any eight (8) consecutive hours during a twenty-four (24) hour period.

2. No employee hired prior to July 15, 1989 shall be assigned to such a schedule.

3. Except for the time schedule, such employees shall work a forty (40) hour workweek and be covered by paragraph A, above. Overtime at 1 ½ times shall be paid for work over forty (40) hours and double time shall be paid for work over twelve (12) consecutive hours.

D. When the Municipal Building is closed during regular working hours because of weather or other emergencies, Teamsters members who are working will receive comp time.

## ARTICLE VI

### EMERGENCY CALL-IN TIME

A. All employees will be paid on a minimum of two (2) hours minimum call-in pay at time and one-half (1 ½) his or her hourly pay for work performed so long as the recall is not contiguous to the employee's shift. The Township reserves the right to require the employee to work the full two (2) hours. Emergency call-in shall be defined as follows: Monday through Friday, any time prior to 7:00 a.m. and any time after 3:30 p.m.

B. Whenever an employee works during an emergency situation (i.e., snow storm, hurricane, other disaster, etc.) said employee shall be entitled to a meal allowance as follows:

1. If the employee continues to work during an emergency in excess of the normal workday, a meal allowance will be given at the second overtime hour and every four (4) hours thereafter.
2. If the employee is called into work during an emergency, a meal allowance will be given at the fourth hour and every four hours thereafter.
3. If the employee is called into work three (3) or more hours prior to the start of his/her regular shifts, he shall be entitled to reimbursement for breakfast as indicated below in Section 4.
4. Employees will be reimbursed for meals on a voucher basis in accordance with the below schedule. The employee shall submit receipts for all meals

claimed. The maximum amount to be paid an employee for meal reimbursement is as follows:

4:00 a.m. – 11:00 a.m. Breakfast: \$4.00

11:00 a.m. – 5:00 p.m. and  
10:00 a.m. – 4:00 p.m. Lunch: \$6.00

5:00 p.m. – 10:00 p.m. Dinner: \$8.00

5. No meal allowance will be given to an employee once his/her normal work day commences. Unused meal allowances will now be paid by voucher.

## ARTICLE VII

### HOLIDAYS

A. The following are recognized as Holidays:

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

B. Each full-time regular employee will receive his or her regular salary for any holiday on which she is not required to work. If any employee is requested or required to work on a holiday, she shall receive holiday pay plus double time for the hours worked.

## ARTICLE VIII

### LEAVES

#### A. Bereavement

1. All employees shall receive up to five (5) days leave with pay in the event of a death of a spouse, child, mother, father, son-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, or relative living in the same household, and all employees shall receive one (1) day leave with pay in the event of the death of an aunt or uncle; such leave being separate and distinct from any other leave time. All such leave will not be taken until the immediate supervisor is notified in the instance of bereavement.
2. All leave must be taken within seven (7) days of burial.
3. Proof of death may be required and, if so, must be submitted.

#### B. Personal Leave

1. All permanent employees shall be granted up to four (4) days leave with pay per year for personal reasons. This leave shall not accumulate from year to year.
2. A request for the use of a personal day must be submitted to the employee's supervisor for approval. The supervisor shall make every effort to grant the particular day requested in keeping with the manpower needs of the Public Works Department.

3. The use of personal days under this article may not be in conjunction with vacation or holidays.
4. The use of the Administrative Leave Day earned as a result of the Sick Leave section may be used in any way by the employee so long as the notice requirement to the supervisor in this article is observed.

C. Jury Duty

1. Should an employee be obligated to serve as a juror, she/he shall receive full pay from the Township for all time spent on jury duty. Any remuneration received by the employee from the courts for serving as a juror shall be assigned to the Township. Employees shall not volunteer for jury duty.
2. It is understood that a person summoned to jury duty must appear in court and can only be excused by the court.
3. In order to receive the time off under this section, an employee must present the notice of jury duty or subpoena upon receipt of same.

D. Sick Leave

1. Sick leave shall be defined as absence of an employee from post or duty because of illness, accident or exposure to contagious disease. An employee shall not be eligible for sick leave under this Agreement if the accident or injury suffered which causes the request for sick leave is caused while the employee is being employed by a company or organization other than the Township of Lacey.

2. During the first calendar year that an employee is employed in a full-time capacity, sick time shall be earned at the rate of one (1) day for each calendar month that the employee is employed. Thereafter, beginning on the first day of January, each employee shall be entitled to fifteen (15) sick days. Such sick days shall accumulate from year to year to be used if and when needed by the employee.
3. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.
  - a) Failure to so notify the supervisor may be the cause of denial of the use of sick leave for the absence and may constitute cause for disciplinary action.
  - b) Absence without notice for five (5) consecutive days shall constitute a resignation under N.J.A.C. 4A:2-6.2.
4. The Township may require proof of illness from the employee on sick leave where such a requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In addition, in cases where illness is of a recurring or chronic nature, causing recurring absences of one (1) day or less, the Township reserves the right to require competent medical evidence to be submitted prior to the reinstatement of said employee and also reserves the right to have the employee examined by the Township physician before returning to duty. In all cases of reported illness or disability, the

Township reserves the right to send the Township physician to investigate the report.

5. When an absence due to illness does not exceed two (2) consecutive working days, normally, the employee's statement of the cause will be accepted without a supporting statement by the attending physician. The Township reserves the right to have the employee examined by the Township physician before returning to work. Any absence in excess of two (2) consecutive working days may, at the discretion of the supervisor or his designee, require a written statement from the attending physician. The Township also reserves the right to require the employee to be examined by the Township physician and certified as fit for duty before returning to work.
6. An absence due to illness on a day preceding or following a paid holiday or vacation may require a written statement from the attending physician in order for said employee to return to work.
7. An employee who has been absent on sick leave for periods totaling fifteen (15) days in any one calendar year consisting of periods of less than five (5) days shall have his sick leave record reviewed by the Director or designee, and thereafter, the employee may be required to submit acceptable medical evidence for any additional sick leave in that year at the employee's expense. In cases where such illness is of a chronic or recurring nature requiring absences of one (1) day or less, the Township Committee may only require one (1) certificate for period to cover six (6) months.

8. In cases where an employee is using sick time for a death in the immediate family in excess of the time allowed for under the Bereavement clause, the Township may require reasonable proof.
9. The Township Committee may grant leaves of absence without loss of pay, pursuant to Merit System Board Rules and Regulations.
10. Retirement:
  - a) Upon retirement after (20) years of employment with the Township, employees shall be paid for accrued sick leave days up to the following maximum amount: \$18,000.00.
  - b) An employee planning on retiring from the Township's employ must notify the Township no later than January 15 of the year in which he intends to retire so as to receive the benefits under this section in that calendar year. In the event the employee does not give notice prior to January 15 in the year of retirement, the benefits provided for in this section shall be paid in the following calendar year
11. Payments that an employee receives under provisions of Workman's Compensation or Temporary Disability laws shall either be remitted to the Township or used as an offset to full salary payments.
12. Employees unable to report to work because of illness or injury and who have notified their supervisor in accordance with this Article shall be responsible for notifying their superiors as to their place of confinement or if and subsequent to a change, some person shall notify the supervisor on behalf of the employee with all the pertinent information

13. Employees who are absent in an unauthorized manner may be subject to disciplinary action. An unauthorized absence occurs when employees:
  - (a) feign illness or injury;
  - (b) violate any provisions concerning the reporting of sickness or injury.
14. Sick leave shall be chargeable as the time is used (hour by hour).
15. Any employee who is found to be engaged in employment with any other employer, while on sick leave or injury leave of longer than three (3) working days with the Township, will be subject to suspension of sick and injury leave benefits and appropriate discipline.
16. An employee may donate up to three (3) days of that employee's accumulated sick leave for use by a co-employee in instances where the co-employee suffers from a catastrophic and/or serious illness or injury. The number of donated days the co-employee may use shall be limited to fifteen (15) days per year.

E. Sick Leave Buy Back

If an employee covered by this Agreement has accumulated forty (40) days of sick leave and has not used more than seven (7) sick days in that year, the employee may buy back ten (10) days of his/her yearly accumulated sick leave at 75% of the base rate of pay. He/She shall apply in writing between January 1 – January 4 of the succeeding year, and payment shall be made by the second pay period in January.

F. Military or National Guard Duty

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

G. Administrative Leave

1. Employees' sick days as accumulated are to be posted six (6) months on the appropriate bulletin board.
2. If an employee has worked any six (6) consecutive months without using a day of leave for sick leave, said employee shall receive one (1) additional Administrative day. An employee can only begin to accumulate an additional six (6) months after one (1) complete six-month cycle has taken place.
3. The additional Administrative day must be used within the next six-month period or be lost.
4. It shall be the responsibility of the employee to notify his/her supervisor when his additional Administrative day has been earned.
5. After confirming that the employee has not used any sick leave for six (6) consecutive months, the supervisor shall inform the Township Administrator of that fact and the employee shall be granted an additional leave day. Such Administrative leave days shall be in accordance with the needs of the Township and shall not be unreasonably denied. Such leave shall be requested in accordance with the section on personal leaves.

H. Court Appearances

No employee shall be entitled to collect his/her regular pay due to appearance in Court as set forth herein, when such appearance is required as a result of the employee having received a summons for a moving violation; charged as a defendant in a criminal case or is appearing as a litigant in a civil action, other than as a victim or a subpoenaed witness.

I. Union Leave

The Township will establish a bank of fifteen (15) days per year of Union Leave for use by the stewards collectively. Union shall provide two week's notice for use of Union Leave.

ARTICLE IX  
VACATION TIME

A. Every permanent employee shall be granted the following annual leave for vacation purposes with pay in and for each calendar year as follows:

1. Up to one (1) year of service, one (1) working day vacation for each month of service;
2. After one (1) year and up to three (3) years of service, twelve (12) working days of vacation;
3. After three (3) years and up to six (6) years of service, fifteen (15) working days vacation;
4. After six (6) years and up to eight (8) years of service, nineteen (19) working days vacation;
5. After eight (8) years of service, twenty (20) working days vacation.
6. In 2004, one additional vacation day for employees who have more than twenty (20) years of service.
7. In 2005, one additional vacation day for employees who have more than twenty (20) years of service.

B. 1. All vacations must be taken at a time convenient to the Township to insure effective staffing requirements.

2. The selection of vacations will generally be based on seniority relative to job classifications.

3. The vacation schedule shall be posted by the Township of January 2<sup>nd</sup> of each year in the appropriate place(s) and shall remain posted until the first Monday in March for employees to select their vacation periods. In preparing the final vacation schedule, the Township will endeavor to assign vacations on the basis of seniority of its employees. The Township shall notify the employees of approval/disapproval no later than the fourth Monday in March. It is understood that the vacation time approved/disapproved in accordance with the needs of the Township.

4. No vacation will be considered approved until the employee has in his/her possession a copy of the request approved by the Director or designee. If the employee is absent without this approval, he/she will be considered absent without leave.

5. Any vacation leave request, not scheduled in accordance with B3, above, shall require three (3) days advance notice.

6. Vacations shall be completed by December 31.

7. An employee who exhausts all paid vacation leave in any one (1) calendar year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

8. Continuous service, as set forth in Section A, shall be defined to mean employment for the Township without actual interruption due to resignation, removal or retirement. An employee who has been appointed from a special employment list shall be credited with any continuous service subsequent to re-employment. Periods of employment before and after suspension or leave

without pay shall be considered continuous service. However, the period of time on a major suspension of ten (10) working days or more leave without pay, except for military leave, shall not be included in calculating years of continuous service.

C. Vacation Leave Due Upon Separation

1. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year in which the separation or retirement becomes effective. If they have exceeded said vacation, they will repay the Township for said excess prior to departure.
2. Whenever a permanent employee dies, having to his or her credit any annual vacation leave, there shall be calculated and paid to the estate a sum of money equal to the compensation figured on the employee's salary rate at the time of death.

D. The Employer will grant an employee's request that five (5) vacation days be carried over into the next calendar year.

ARTICLE X  
DISCRIMINATION

- A. Neither the Township nor the Employee's Union shall discriminate against any employee by reason of race, creed, sex, age, color political affiliation, religion, national origin, or association activity.
- B. Where the word "he" is used in this Agreement it shall mean both sexes.

ARTICLE XI  
RIGHTS AND PRIVILEGES OF THE UNION

The Union has the use of the Township garage bulletin boards and mailboxes to contact members of the Union.

ARTICLE XII  
PERSONNEL FILES

Employees shall have the right to inspect and review their own individual personnel file after proper request to their supervisor. The Employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to define, explain or object in writing to anything found in his or her personnel file. The employee will receive copies of any written demands, performance evaluations or work commentaries placed in the employee's file. Employee signature signifying knowledge of these documents shall be required.

## ARTICLE XIII

### UNIFORMS, TOOLS, TRAINING

#### A. Uniforms

1. The Township will provide each permanent employee, as noted below, with a clothing allowance of \$600.00 in 2001 for all clothing necessary for employment/work with the Township including work and/or safety shoes. The clothing allowance will be \$650 for 2002 and \$700 for 2003, 2004, 2005 and 2006. The entire clothing allowance shall be paid to each eligible employee in the first (1<sup>st</sup>) pay period in April. New employees shall receive a prorated clothing allowance after successful completion of probation.
2. All employees shall wear a township designated uniform which shall consist of Dickies or Carhartt (color: Navy) Brand clothing:

Pants:

Dickies style traditional work pants.  
Long style no-catch hems, wide belt loops  
Color: Navy Blue 874N

Long Sleeve Work Shirt:

Dickies style 602 twill button down shirt.  
Long Sleeves.  
Color: Navy 575N

Shorts:

Dickies style traditional shorts.  
Pant leg ends to be hemmed not tattered.  
Color: Navy 42-246N

Short Sleeve work Shirt:

Dickies style 602 twill button down shirt  
Short sleeve.  
Color: Navy or Gulf blue

Basic Tee Shirt Design:

Round neck w/knit collar (no foreign logo or print other than the Public Works or Township name plate).

Color: Navy or Light Blue

Carhartt

UNIFORMS MUST BE WORN AT ALL TIMES

3. Employees failing to wear any article of Township required clothing, work and/or safety apparatus, while on duty, shall result in disciplinary action. The Township shall provide, and the employee shall wear: Township identification, with the employee's name, the employee's number and employee's photograph, on all shirts, jackets and/or coveralls worn as part of the uniform. Failure to wear such items listed herein shall result in disciplinary action.
4. The Township will continue to supply work gloves as needed.
5. The Township shall supply no more than one (1) Carhartt during the terms of this Agreement to any eligible employee as so determined by the Director or designee. Any additional Carhartt shall be purchased by the employee(s) in question and/or shall reimburse the Township for the cost of said Carhartt purchase, unless the Director designee determines that the employee needs a new Carhartt due to wear and tear and will provide a replacement at township expense.
6. Mechanics shall receive one (1) extra set of uniforms at the Township's expense during the term of this Agreement. Mechanics' uniforms and only their uniforms shall be cleaned at the expense of the Township.

B. Tools

The Township will provide one (1) set of tools for general use by employees of the Department of Public Works as needed in the opinion of management. Mechanics shall continue to provide their own tools for mechanical work on Township vehicles.

C. Training

No later than January 1, 1990, the Township shall establish an employee on-the-job training program to allow interested employees an opportunity to learn how to operate specialized equipment. On a trial basis during the first year, each employee shall have the option to receive instruction in the next highest salary category title. Thereafter, this schedule or a modification shall be in place for the following years.

## ARTICLE XIV

### SAFETY AND HEALTH

The Township will endeavor to provide a clean, safe and healthy place to report to work, clean bath facilities with hot and cold running water, toilets and clean and doughy equipment to work with.

## ARTICLE XV

### MEDICAL BENEFITS, PRESCRIPTION AND DENTAL PLAN

#### AND STATE DISABILITY INSURANCE

- A. 1. The Township shall provide to each present member covered under this Agreement full health and medical benefit coverage as is currently in existence, extended to the entire family of the employee, including spouse and all unmarried and unemancipated children, whether natural born or adopted, and any step-children who have not yet attained the age of twenty-three (23) years and are actually members of the employee's immediate household.
2. For all new hires after May 1, 1992, at the Township's option alone, and not subject to the Grievance procedure of this agreement, all benefits in Section A1, above, may be limited to the employee only. If the employee wishes to purchase husband/wife, parent/child or family insurance, the employee and the Township will split the additional premiums between single coverage and the desired coverage fifty (50%) percent employee/fifty (50%) percent Township.
- B. The Township shall provide State Disability Insurance to the employee with the cost to be shared equally by the Township (50%) and the employee (50%) as provided by law.
- C. The Township shall provide a prescription drug plan for all employees covered under this Agreement, with the following co-pay: Five dollars (\$5.00) co-pay for regular prescriptions; One dollar (\$1.00) co-pay for generic drugs.

D. The Township shall maintain Dental/vision coverage for all employees covered under this Agreement with the Teamsters Local 97 of New Jersey Welfare Fund, at a cost to the Township not to exceed thirty-nine dollars (\$39.00).

E. 1. The Township shall provide, to the employee only, an annual physical eye examination at a cost to the Township not to exceed thirty-five (\$35.00) dollars.

2. The Township shall provide each year, to those employees who wear prescription glasses, one (1) eyeglass frame of industrial quality meeting FDA specifications at a cost to the Township not to exceed twenty-eight (\$28.00) dollars; and one (1) set of industrial impact resistance lenses meeting FDA specifications at a cost to the Township not to exceed twenty-eight (\$28.00) dollars for single vision lenses and fifty-one (\$51.00) dollars for bifocal lenses.

None of the provisions of paragraph D and E shall apply to new employees hired after January 1, 1995, except those employees who have received coverage through an arbitrator's award. They are not provided this benefit.

F. Employees covered under this Agreement who have had twenty-five (25) years or more vested in the Public Employees' Retirement System shall, upon their retirement from the Township's employ, be entitled to have the Township pay the premium charges for the full medical benefits listed herein, unless the employee was hired on or after May 1, 1993, in which case medical benefits will be fully paid by the Township for the employee only. Spousal coverage will be paid under the same conditions as set forth in Section A2 herein.

G. The Township reserves the right to change insurance carriers and/or self-insure so long as comparable benefits are provided. If the Township should change insurance carriers, advance notice will be given to employees of the bargaining unit.

H. Any employee may elect, starting April 1, 1993, to limit insurance coverage to the employee only. If an election occurs, the employee's insurance shall be reduced to single coverage and the employee shall receive one-third (1/3) of the difference between single and family premiums. The employee must stay in this status for at least one (1) calendar year. The employee has the right to return to previous coverage so long as ninety (90) calendar days notice, or by December 31, whichever is later, is given prior to the start of the open enrollment period (March 1). If the open enrollment period is changed, the dates set forth herein will be amended to reflect the change in the open enrollment period. If insufficient notice is given, the employee must pay one-third (1/3) of the difference between single and family premiums (except for exigent circumstances).

ARTICLE XVI  
GRIEVANCES

A. For the purposes of this Agreement, the term "Grievance" means any difference or dispute between the Township and the Union or between the Township and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff.

C. The procedure for settlement of grievances shall be as follows:

Step 1: The aggrieved employee shall discuss the problem with the Union Steward and Department Head who shall attempt to settle the problem within five (5) working days from the time it was first presented.

Step 2: If the grievance is not resolved at Step 1, within two (2) days of the meeting, it shall be reduced to writing by the aggrieved employee and one (1) copy immediately furnished to the Township Administrator and one (1) copy to the Department Head. The Department Head and Chief Steward shall meet and attempt to solve the problem within five (5) working days from the time it was presented.

Step 3: Failing to find a mutually satisfactory solution in Step 2, a meeting shall be arranged between the Grievance Committee of the Union and the Township Administrator with the object of settling the problem within seven (7) calendar days after the parties have failed to do so in Step 2.

D. Failure to act within the time periods set forth in either Step 1 or Step 2 shall be deemed an abandonment of the grievance by the employee and the Union.

E. Employees shall have the right to process their own grievance provided that a representative of the Union is present and provided that any agreement reached with an employee is not in violation with this Agreement.

F. Township Grievance:

A grievance initiated by the Township shall be filed directly with the Union within ten (10) working days after the event giving rise to the grievance has occurred. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance on the part of the Township. A meeting shall be held within ten (10) working days after the filing of a grievance between representatives of the Township and the Union, in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within ten (10) working days after such meeting, either party may file within ten (10) working days thereafter for arbitration.

G. Arbitration:

1. If an employee/Union or Township initiated grievance is not settled under the above outlined procedure, such grievance shall at the request of the Union or Township be referred to the State Board of Mediation for the selection of an Arbitrator according to its rules.
2. Only one (1) issue may be submitted before an Arbitrator at any time unless this requirement is waived.
3. The decision of the Arbitrator shall be in writing and is final and binding upon the parties.

4. All submissions to arbitration must be within thirty (30) calendar days of the last decision.
5. The Arbitrator shall only interpret the provisions of this Agreement. He shall have no power to change, modify, alter, substitute, add to or subtract from the provisions of this Agreement. No dispute arising out of any questions of the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement. The Arbitrator shall reduce his decision to writing, setting forth findings of fact and conclusions of law.

## ARTICLE XVII

### PROMOTIONS AND TRANSFERS

- A. For the purpose of this article, a promotion shall be defined as any change from one job to another job in a higher wage rate range whether or not an immediate change in rate of pay takes place.
- B. When an opportunity for promotion arises within the bargaining unit, the Township shall post job openings on the bulletin boards. Employees desiring an opportunity to fill such openings may file written requests. Such notices shall be posted for forty-eight (48) hours. In selecting an employee for the job, seniority and qualifications shall be given consideration where allowed by Civil Service rules.
- C. An employee promoted to a higher rated job shall be allowed a thirty (30) calendar day probationary period to demonstrate the ability to perform the job. The Township reserves the right to extend the period another thirty (30) calendar days, so long as prior notice is given to the Union. If the employee is unable to qualify, he/she shall be returned to the former job. If an employee should be absent for three (3) or more days during the probationary period, then that probationary period shall be extended, at the Township's option for the number of days of employee's absence.
- D. If the employer is unable to fill the job from within the bargaining unit, it may hire from the outside.
- E. Any employee who works at a job with a higher rate of pay shall commence receiving the higher rate of pay as soon as the out of title work starts.

F. Any employee promoted to or temporarily transferred to a position with a higher rate of pay shall receive the current rate as indicated in the increment schedule of the higher rated position.

G. Any employee who has been in a "B" title for seven (7) years will be reviewed by the Township for promotion to the "A" title. Any such promotion is solely within the discretion of the Township and nothing shall prohibit the Township from sooner considering a promotion.

ARTICLE XVIII  
COMPENSATION

A. The annual salary increase during the term of this contract will be 3.75% but not less than \$1,200 in 2004; 3.75% but not less than \$1,200 in 2005 and 3.75% but not less than \$1,200 in 2006.

1. Employees hired prior to January 1, 1995 will be paid in accordance with the following schedule:

<u>POSITION</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
DISPATCHER	\$37,631	\$39,042	\$40,506	\$42,025
LABORER	\$39,784	\$41,276	\$42,824	\$44,430
BLDG.MAINT.WORKER	\$46,386	\$48,125	\$49,930	\$51,803
TRUCK DRIVER	\$46,386	\$48,125	\$49,930	\$51,803
MAINT.REPAIRER B	\$47,085	\$48,851	\$50,683	\$52,583
MAINT.REPAIRER A	\$49,193	\$51,038	\$52,952	\$54,937
MOTOR BROOM DRIVER	\$47,326	\$49,101	\$50,942	\$52,852
HEAVY EQUIP. OP. B	\$48,040	\$49,842	\$51,711	\$53,650
MECHANIC	\$49,424	\$51,277	\$53,200	\$55,195
SENIOR MECHANIC	\$50,529	\$52,424	\$54,390	\$56,429
HEAVY EQUIP. OP. A	\$50,839	\$52,745	\$54,723	\$56,776
New hires after 1/1/95				
<u>POSITION</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
LABORER	\$28,255	\$29,455	\$30,655	\$31,855
BLDG.MAINT.WORKER	\$29,584	\$30,784	\$31,984	\$33,184
MECHANIC'S HELPER	\$32,248	\$33,457	\$34,712	\$36,014

New hires will be compensated for promotions in accordance with the following salary guide:

**IF PROMOTED**

<b>In 2004</b>	<b>START</b>	<b>After</b>	<b>In 2nd</b>	<b>In 3rd</b>	<b>In 4th</b>	<b>In 5th</b>	<b>In 6th</b>	<b>In 7th</b>
	<u><b>WITH</b></u>	<u><b>3 Months</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>
Dispatcher	\$ 21,367	\$ 23,900	\$ 26,431	\$ 28,962	\$ 30,529	\$ 32,099	\$ 33,686	\$ 38,937
Truck Driver	\$ 25,502	\$ 28,549	\$ 31,599	\$ 34,705	\$ 38,270	\$ 41,833	\$ 45,401	\$ 48,125
Maint.Repair.B	\$ 26,251	\$ 29,004	\$ 31,757	\$ 35,770	\$ 39,211	\$ 42,649	\$ 46,087	\$ 48,851
Maint.Repair.A	\$ 27,338	\$ 30,091	\$ 32,843	\$ 36,898	\$ 40,340	\$ 43,776	\$ 47,215	\$ 49,978
Motor Broom Dr.	\$ 26,597	\$ 30,406	\$ 33,681	\$ 37,061	\$ 40,147	\$ 43,233	\$ 46,319	\$ 49,101
HvyEquipOp B	\$ 28,996	\$ 32,483	\$ 36,074	\$ 39,694	\$ 42,137	\$ 44,580	\$ 47,018	\$ 49,842
HvyEquipOp A	\$ 28,996	\$ 32,483	\$ 36,074	\$ 39,694	\$ 43,050	\$ 46,405	\$ 49,761	\$ 52,745
Mechanic	\$ 29,884	\$ 33,496	\$ 37,229	\$ 40,966	\$ 43,436	\$ 46,979	\$ 48,374	\$ 51,277
Senior Mechanic	NA	NA	NA	\$ 41,981	\$ 44,450	\$ 47,996	\$ 49,389	\$ 52,424

<b>In 2005</b>	<b>START</b>	<b>After</b>	<b>In 2nd</b>	<b>In 3rd</b>	<b>In 4th</b>	<b>In 5th</b>	<b>In 6th</b>	<b>In 7th</b>
	<u><b>WITH</b></u>	<u><b>3 Months</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>
Dispatcher	\$ 22,567	\$ 25,100	\$ 27,631	\$ 30,162	\$ 31,729	\$ 33,303	\$ 34,949	\$ 40,397
Truck Driver	\$ 26,702	\$ 29,749	\$ 32,799	\$ 36,006	\$ 39,705	\$ 43,402	\$ 47,104	\$ 49,930
Maint.Repair.B	\$ 27,451	\$ 30,204	\$ 32,957	\$ 37,111	\$ 40,681	\$ 44,248	\$ 47,815	\$ 50,683
Maint.Repair.A	\$ 28,538	\$ 31,291	\$ 34,075	\$ 38,282	\$ 41,853	\$ 45,418	\$ 48,986	\$ 51,852
Motor Broom Dr.	\$ 27,797	\$ 31,606	\$ 34,944	\$ 38,451	\$ 41,653	\$ 44,854	\$ 48,056	\$ 50,942
HvyEquipOp B	\$ 30,196	\$ 33,701	\$ 37,427	\$ 41,183	\$ 43,717	\$ 46,252	\$ 48,781	\$ 51,711
HvyEquipOp A	\$ 30,196	\$ 33,701	\$ 37,427	\$ 41,183	\$ 44,664	\$ 48,145	\$ 51,627	\$ 54,723
Mechanic	\$ 31,084	\$ 34,752	\$ 38,625	\$ 42,502	\$ 45,065	\$ 48,741	\$ 50,188	\$ 53,200
Senior Mechanic	NA	NA	NA	\$ 43,555	\$ 46,117	\$ 49,796	\$ 51,241	\$ 54,390

<b>In 2006</b>	<b>START</b>	<b>After</b>	<b>In 2nd</b>	<b>In 3rd</b>	<b>In 4th</b>	<b>In 5th</b>	<b>In 6th</b>	<b>In 7th</b>
	<u><b>WITH</b></u>	<u><b>3 Months</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>	<u><b>Year</b></u>
Dispatcher	\$ 23,767	\$ 26,300	\$ 28,831	\$ 31,362	\$ 32,929	\$ 34,552	\$ 36,260	\$ 41,912
Truck Driver	\$ 27,902	\$ 30,949	\$ 34,029	\$ 37,356	\$ 41,194	\$ 45,030	\$ 48,870	\$ 51,802
Maint.Repair.B	\$ 28,651	\$ 31,404	\$ 34,193	\$ 38,503	\$ 42,207	\$ 45,907	\$ 49,608	\$ 52,584
Maint.Repair.A	\$ 29,738	\$ 32,491	\$ 35,353	\$ 39,718	\$ 43,422	\$ 47,121	\$ 50,823	\$ 53,796
Motor Broom Dr.	\$ 28,997	\$ 32,806	\$ 36,254	\$ 39,893	\$ 43,215	\$ 46,536	\$ 49,858	\$ 52,852
HvyEquipOp B	\$ 31,396	\$ 34,965	\$ 38,831	\$ 42,727	\$ 45,356	\$ 47,986	\$ 50,610	\$ 53,650
HvyEquipOp A	\$ 31,396	\$ 34,965	\$ 38,831	\$ 42,727	\$ 46,339	\$ 49,950	\$ 53,563	\$ 56,775
Mechanic	\$ 32,284	\$ 36,055	\$ 40,073	\$ 44,096	\$ 46,755	\$ 50,569	\$ 52,070	\$ 55,195
Senior Mechanic	NA	NA	NA	\$ 45,188	\$ 47,846	\$ 51,663	\$ 53,163	\$ 56,430

ARTICLE XIX

LONGEVITY

A. Longevity pay will be given to all permanent Civil Service employees with more than four (4) years continuous full-time service, on the anniversary date of his/her permanent appointment.

5 years to 9 years	-	2% per year
10 years to 14 years	-	4 % per year
15 years to 19 years	-	6% per year
20 years to 24 years	-	8% per year
After 24 years	-	10%

B. Any person retiring during the course of the year will receive longevity on a monthly pro-rated basis. The same procedure will be followed in case of death.

C. Eligibility for longevity payments will be computed from the time the employee first became employed on a full-time basis by the Township. Leaves of absence without pay, with the exception of military leave and major suspensions in excess of ten (10) working days will not be considered in determining the length of service for computing longevity.

## ARTICLE XX

### DISCIPLINE

A. The Township shall not discipline any member of the Public Works Department without cause.

B. All disciplinary action taken by the Township will be in one or more of the following formats:

1. Informal, private, or oral reprimand by the Director or his designee;
2. A written memorandum of censure by the Director or designee with copies to the Township Administrator;
3. A confidential letter of admonition from the Director of Public Works or designee with copies to the employee's personnel file;
4. Suspension from duty without pay not to exceed five (5) working days by action of the Director or designee;
5. Suspension from duty without pay taken by action of the Director or designee with notice to the Township Committee;
6. Demotion by action of the Director with notice to the Township Committee. Demotion shall include but not be limited to a change in job title and/or loss of pay;
7. Dismissal from the Township's employ by action of the Director, with notice to the Township Committee.

C. Nothing shall require the Township to take disciplinary action in the order of appearance in this article so long as the action is related to the severity of the offense determined to have occurred.

D. All documents in any way connected with the employee's disciplinary history shall be placed in the employee's personal history file and may be reviewed in accordance with the terms of this agreement.

E. Newly hired probationary employees may be separated from their employment by action of the Township Committee or its designee at any time without recourse from said employee.

## ARTICLE XXI

### PROBATIONARY EMPLOYMENT

A. Any individual newly hired in the Township's employ shall be considered a probationary employee for a period not to extend beyond ninety (90) working days. While it is the intent of the Township to treat all employees in a fair and equitable manner, it is understood that the terms of this Agreement, in particular the grievance procedure, are not available to an employee during this probationary period.

B. During a probationary period, the employee will not receive any benefits that would normally accrue to a full-time permanent employee of the Township such as sick leave, vacation days and personal days. If the employee is hired on a permanent basis, all benefits will accrue to him retroactive to his original date of employment with the Township.

ARTICLE XXII  
ON THE JOB INJURY

- A. All accidents shall be reported immediately to the employee's supervisor.
  
- B. An employee who is injured during the course of his/her employment and is immediately sent for medical treatment and is unable to return to work shall be paid for the entire shift, not to exceed eight (8) hours straight time.

ARTICLE XXIII  
NOTIFICATION

All correspondence to the Union regarding the interpretation of and with reference to this Agreement shall be addressed to the President of the Union, located at 857 Mount Prospect Avenue, Newark, New Jersey.

## ARTICLE XXIV

### RESIGNATION

- A. Any employee who wishes to resign in good standing should give the Township at least two (2) weeks prior written notice. The two (2) weeks notice shall not include earned annual vacation time where applicable.
- B. No resignation shall become effective until it is accepted by the Township Administrator.
- C. Any employee who does not submit his or her resignation in compliance with the provisions of this subsection, or whose resignation is not approved, or who is absent from work for a period of five (5) working days without notifying the Department head of the reason for his/her absence and of his/her intention to return to work, may be considered as having resigned without notice and not in good standing.
- D. Any employee who resigns in good standing shall be paid a pro rata share of those vacation days earned for that year.
- E. Any employee who dies while in the employment of the Township shall have his survivors compensated for all unused vacation time for the year of employment.

## ARTICLE XXV

### TERMINATION AND EXTENSION OF AGREEMENT

A. The term of this agreement shall be from January 1, 2004 through December 31, 2006, except as noted herein.

B. In the absence of written notice given at least ninety (90) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as ninety (90) days notice is given prior to the annual expiration date.

C. If, following the receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of the expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

## ARTICLE XXVI

### FULLY BARGAINED CLAUSE

#### A. Completeness of Agreement

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### B. Severability Clause

If any part, clause, portion or article of this Agreement is subsequently deemed by a Court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the illegal clause.

ARTICLE XXVII  
PERFORMANCE APPRAISAL

The Township shall evaluate an employee's performance pursuant to conditions established by the Township, at least on a yearly basis, in writing on a form generated by the Township. Said evaluation shall be used in instances such as discipline and promotions; however, this should not be considered an all-inclusive list. If the employee refuses to sign the appraisal, the Township and Union Steward shall acknowledge on the appraisal that the employee refused to sign and the employee shall have the right, within five (5) calendar days, to respond in writing why he refused to sign.

## ARTICLE XXVIII

### LICENSES

If an employee loses a license necessary to perform a job function, the employee shall remain on the job in a capacity that the Township feels the employee will be qualified to handle during the term of the loss of license if such a job exists. This does not mandate that a job will be made available where none exists. The employee will be paid at the rate of pay for the job he is assigned to by the Township due to the loss of license. Anyone who fails to promptly notify the Director or designee of the loss of license shall be subject to discipline; if the discipline is a suspension, it will be without pay. The demotion in question shall remain in full force and effect until the license is restored by the New Jersey State Division of Motor Vehicles, where applicable.

In WITNESS WHEREOF, the parties have by their duly authorized representative set their hands and seals this 16<sup>th</sup> day of September 2003.

TEAMSTERS LOCAL NO. 97 OF  
NEW JERSEY

TOWNSHIP OF LACEY

By: /s/ Keven Therien  
Shop Steward

By: /s/ Brian A. Reid  
Mayor Brian A. Reid

By: /s/ Donato DiMola  
Donato DiMola, Secretary-Treasurer

By: /s/ John Gerow  
John Gerow, President

ATTEST:

ATTEST

/s/ James M. Sheeran  
Assistant Shop Steward

/s/ Veronica Laureigh  
Township Clerk

/s/ Leo Pulaski  
Assistant Shop Steward