

AGREEMENT

Between

TOWNSHIP OF PENNSVILLE

County of Salem, New Jersey

And

TEAMSTERS LOCAL UNION NO. 676

affiliated with The International Brotherhood of Teamsters, AFL/CIO

**Administrative/White Collar**

EFFECTIVE DATES:

**JANUARY 1, 2003**

up to and including

**DECEMBER 31, 2006**

*Final*

*10/7/01 P.J.*

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## PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between the **Township of Pennsville**, in the County of Salem, a Municipal Corporation of the State of New Jersey, hereinafter called the "**Township**", and **Teamsters Local Union No. 676** affiliated with the International Brotherhood of Teamsters AFL/CIO, hereinafter called the "**Union**", represents the complete and final understanding on all bargainable issues between the Township and the Union.

## ARTICLE 1      RECOGNITION

### Section 1

The Township recognizes the Union as the exclusive bargaining representative for all full-time employees of the Recreation Department, Building custodian, Clerical and non-supervisory employees, a.k.a. Administrative/White Collar Employees employed by the Township of Pennsville.

### Section 2

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

## ARTICLE 2      MANAGEMENT RIGHTS

### Section 1

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

- A. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
- B. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of

employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

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

### **ARTICLE 3      DISCHARGE OR SUSPENSION**

#### **Section 1**

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

#### **Section 2**

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

Section 3

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

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

Section 4

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

Section 5

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

1. Calling or participating in any unauthorized strike, work stoppage, or walkout.
2. Drunkenness, proven during working hours, or being under the influence of alcohol during working hours.
3. The Township Drug and Alcohol Policy will be followed.
4. Proven theft or dishonesty.
5. Unprovoked assault on his Employer or his Employer's representative during working hours.
6. Illegal use of dangerous controlled substances.
7. Fighting on the job.
8. Horseplay causing injury to the employee or other employee.
9. Violation of safety regulations resulting in an injury to the employee or another employee.
10. Excessive absenteeism of more than fifteen (15) days per year.

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

ARTICLE 4

GRIEVANCE PROCEDURE

Section 1

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

## Section 2

Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.

## Section 3

- A. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or alleged violations of policies, agreements, and administrative decisions affecting them and the terms and conditions of employment or the express terms of this Agreement. With regard to the Township, the term "grievance" as used herein means a complaint or controversy arising over the interpretations, application or alleged violation of the terms and conditions of this Agreement.
- B. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the term and conditions of employment controlled by statute or administrative regulation or policy, incorporated by reference in this Agreement, either expressly or by operation of law, or the express terms of this Agreement, shall not be processed beyond Step One herein.

## Section 4

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

### A. Step One:

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

### B. Step Two:

If no Agreement can be reached orally within five (5) working days of the initial discussion with the immediate supervisor, the employee or the Union

may present the grievance in writing within five (5) working days thereafter to the immediate supervisor or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

C. Step Three:

If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Chairman of the appropriate Department within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Chairman of the appropriate Department shall respond, in writing, to the grievance within ten (10) working days of the submission.

D. Step Four:

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

E. Step Five:

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

The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

2. The parties direct the arbitrator to decide, as a preliminary question, whether he has the jurisdiction to hear and decide the matter in dispute.
3. The arbitrator shall be bound by the provision of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the



application of the facts presented to him involved in the grievance.

The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

#### Section 5

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

#### Section 6

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

### ARTICLE 5      DUES DEDUCTION AND AGENCY SHOP

#### Section 1

The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

#### Section 2

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

### Section 3

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior

to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such change deduction.

### Section 4

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

### Section 5

Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

### Section 6

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

### Section 7

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

### Section 8

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

### Section 9

The sum representing the fair share fee shall not reflect the costs of financial

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

#### Section 10

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

#### Section 11

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

#### Section 12

The Union shall indemnify, defend and save the Township harmless against any and all claims, demands suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

### ARTICLE 6      BULLETIN BOARD

#### Section 1

The Union shall have the use of the bulletin board located in the Town Hall for the posting of notices relating to the meetings and official business of the Union only.

#### Section 2

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

**ARTICLE 7**      **SHOP STEWARDS**

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

**ARTICLE 8**      **NON-DISCRIMINATION**

Section 1

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

Section 2

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

**ARTICLE 9**      **PROMOTIONS AND TRANSFERS**

Section 1

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

Section 2

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

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

**ARTICLE 10**      **MAINTENANCE OF WORK OPERATIONS**

Section 1

The Union hereby covenants and agrees that during the term of this Agreement, neither the Union or any person acting in its behalf will cause, authorize or support, 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 absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

#### Section 2

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

#### Section 3

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

#### Section 4

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

### ARTICLE 11      HOURS OF WORK

The regular workweek shall consist of five (5) seven (7) hour days or five (5) eight (8) hour days.

### ARTICLE 12      OVERTIME

#### Section 1

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

#### Section 2

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

Section 3

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

**ARTICLE 13**      **PAY PERIODS**

Section 1

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

Section 2

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

Section 3

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

Section 4

With each paycheck, employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

**ARTICLE 14**      **WAGES**

Section 1

**SCHEDULE**

<u>Administrative /Office Skilled</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
A. Fire Official Secretary	\$21,063.00	\$21,748.00	\$22,509.00	\$23,297.00
B. Municipal Court Deputy Administrator	\$22,750.00	\$23,489.00	\$24,311.00	\$25,162.00
C. Municipal Court Deputy Administrator B	\$20,218.00	\$20,875.00	\$21,606.00	\$22,362.00
D. Municipal Court Deputy Administrator	\$22.00 per day when on call			

E. Municipal Court Deputy Administrator B	\$22.00 per day when on call			
F. Recreation Secretary	\$20,278.00	\$21,670.00	\$22,428.00	\$23,213.00
G. Tax Assessor Clerk	\$21,942.00	\$23,562.00	\$24,387.00	\$25,241.00
H. Clerk Police Department	\$14.21/hr	\$14.67/hr	\$15.18/hr	\$15.71/hr

<u>Administrative/Maintenance Skilled</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
A. Municipal Building Maintenance Skilled	\$14.21/hr	\$15.19/hr	\$15.72/hr	\$16.27/hr
B. Recreation Maintenance/Buildings & Grounds Skilled	\$15.65/hr	\$16.16/hr	\$16.73/hr	\$17.32/hr
C. Recreation Maintenance/Buildings & Grounds/Programs	\$15.65/hr	\$16.16/hr	\$16.73/hr	\$17.32/hr

<u>Salaried</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Finance Claims Administrator	\$34,215.00	\$35,327.00	\$36,563.00	\$37,843.00
Recreation Assistant Director	\$37,401.00	\$38,617.00	\$39,969.00	\$41,368.00
Recreation Coordinator	\$34,856.00	\$35,989.00	\$37,249.00	\$38,553.00
Deputy Tax Collector A	\$40,869.00	\$42,197.00	\$43,674.00	\$45,203.00
Water Collector/Tax Clerk	\$31,553.00	\$32,578.00	\$33,718.00	\$34,898.00

<u>Hourly</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Administrative Secretary Police Department	\$16.81/hr	\$17.36/hr	\$17.97/hr	\$18.60/hr

\*The above salary increase represents a (3.25%) increase, a (3.25%) increase, a (3.5%) increase, and a (3.5%) increase, respectively, for each of the four (4) years of this Agreement, retroactive to January 1, 2003.

#### Section 2 New Employees

All new hires after January 1, 2004.

80% of the base rate for the first (1<sup>st</sup>) year.

90 % of the base rate beginning the second (2<sup>nd</sup>) year.

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

Employees shall be at the top rate at the beginning of the third (3<sup>rd</sup>) year.



Section 3

A Vision Plan of two hundred fifty dollars (\$250.00) per person in family, per year by voucher.

**ARTICLE 15**      **LONGEVITY**

Section 1

Effective January 1, 2003 - All payments made to employees for longevity shall be in addition to any other compensation provided herein.

Section 2

(a) Full time employees shall be entitled to receive longevity pay according to the following schedule:

Accrued service of 2-5 calendar years - 2% of current base salary

Accrued service of 6-10 calendar years - 3% of current base salary

Accrued service of 11 or more calendar years - 3.5% of current base salary

(b) New hires after February 1, 2004 will not be entitled to longevity pay.

Section 3

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

**ARTICLE 16**      **SICK LEAVE**

Section 1

An eligible employee shall be entitled to twenty-six (26) weeks of medical leave with proper doctors certificates.

New hires after January 1, 2004 will be eligible for thirteen (13) weeks of medical leave with proper doctors certificates.

Note:      The Township Committee shall have the discretion in hardship situations to extend periods of family or medical leave.

Section 2

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

### Section 3

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

### Section 4

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

### Section 5

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

### Section 6

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

### Section 7

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

### Section 8

The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee was capable of performing his normal duties and that his return will not jeopardize the health of other employees.

### Section 9

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

### Section 10

Subject to any provision contained elsewhere in this agreement, an employee may be terminated if he or she is unable to perform all the duties of his or her position.

## ARTICLE 17     RETIREMENT LEAVE

### Section 1

Full time employees having been employed by the Township for not less than ten (10) years, upon retirement from such employment, shall be entitled to receive a retirement benefit calculated in the sum of one hundred dollars (\$100.00) for each year of continuous service.

### Section 2

In addition to the above benefit, such person shall be further entitled to receive up to thirty-five (35) days of unused or unclaimed sick pay benefit, such benefit to be calculated at the daily rate of pay in effect at the time of retirement.

### Section 3

To process such benefit, the person in charge of the department of such employee shall notify the Township Treasurer at least (3) months if possible, or not less than one (1) month prior to the time of retirement and the Treasurer will notify the Township Committee not later than two (2) week prior to such retirement.

### Section 4

Employees who have been retired on a disability pension, or who were hired after January 1, 1969 with ten (10) years of service, shall be entitled to term life insurance, health insurance, and a dental plan under the Township's group policies maintained for other Township employees, with the same or similar limits in coverage's provided the retiree continues the same co-pay per month at the time of retirement. Employees who have been retired on a disability pension, or were hired after March 1, 2000 with (15) fifteen years of service and who have reached the age of (62) sixty two, shall be entitled to term life insurance, health insurance, and a dental plan under the Township's group policies maintained for other Township employees, with the same or similar limits in coverage's provided the retiree continues the same co-pay per month at the time of retirement. Employees who have been retired on a disability pension, or who were hired after January 1, 2004 with (25) twenty five years of service and who have reached the age of (62) sixty two, shall be entitled to term life insurance, health insurance, and a dental plan under the Township's group policies maintained for other Township employees, with the same or similar limits in coverage's provided the retiree continues the same co-pay per month at the time of retirement. Upon retirement all employees shall be entitled to all benefits under this contract. In the event an

employee is eligible for such benefits through PERS, then those benefits shall be considered primary. When a retiree becomes eligible for Medicare, he/she shall promptly notify the Township, and at that time the Township health insurance shall become secondary. Years of service shall be determined in accordance with the provisions of N.J.S. 40A:10-23.

## ARTICLE 18      MILITARY LEAVE

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

## ARTICLE 19      JURY LEAVE

### Section 1

Full time employees shall be entitled to receive full compensation during absence from duty due to requirement of their presence by lawful authority to serve as a grand or petit juror in state or federal courts, notwithstanding that such employee may receive official compensation as such juror. For this purpose, the employee may be required to furnish evidence of his absence during the period of service in order to receive compensation from Township employment. Provided,

- (a) The employee has not voluntarily sought jury service.
- (b) The employee is not attending jury duty during vacation and/or other time off from Township employment.
- (c) The employee must notify his /her supervisor immediately upon receipt of a Summons for jury service.

### Section 2

If on any given day an employee is attending jury duty, and he/she is released by the court prior to 11:00 a.m. in the morning, that employee shall be required to return to work by 12:00 noon that day in order to receive full pay for that day.

## ARTICLE 20      FUNERAL LEAVE

**Bereavement.** Full time unit employees shall be granted a leave of absence with compensation for a period of up to five (5) days during the usual period of bereavement in the event of a death occurring in the immediate family of an

eligible employee. Immediate family for this purpose shall be limited to the death of a wife, husband, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparent, grandchildren, and step family members as noted above including step-mother, step-father, step-son, step-daughter, step-sister, step-brother, only.

## **ARTICLE 21      LEAVE OF ABSENCE**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

### **Section 5**

During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved, and may result in the employee's loss of employment with the Township, at the Township's sole discretion.

### **Section 6**

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

### **Section 7**

Any employee unable to work, because of illness, injury or contagious disease, shall be granted a medical leave of absence for the duration of such condition. After twenty six (26) weeks, employees hired before January 1, 2004 or thirteen (13) weeks employees hired after January 1, 2004 of sick leave is exhausted, up to a maximum of twelve (12) months or sooner if released by a licensed competent

medical authority to return to work. During such medical leave, the employee shall retain and accrue seniority to which he may be or may come to be entitled to but without other benefit. The period of leave to commence from the time of illness causing the employee to be removed from work duty. After twenty six (26) weeks employees hired before January 1, 2004 or thirteen (13) weeks, employees hired after January 1, 2004, of sick leave is exhausted such extended leave shall require approval of Township Committee.

## ARTICLE 22      UNION LEAVE

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

## ARTICLE 23      HOLIDAYS

### Section 1

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

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

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

### Section 2

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

Section 3

Each employee hired before January 1, 2005 will receive two (2) personal days off with pay with twenty-four (24) hour notice to his or her Department Head for 2004. Each employee hired before January 1, 2005 will receive an additional two (2) personal days for 2005 for a total of four (4) personal days for each year 2005 and 2006 in addition to their birthday.

Each employee hired after January 1, 2005 will receive one (1) personal day off with twenty-four (24) hour notice to his or her Department Head in addition to their birthday.

Section 4

Employees hired before January 1, 2005 may utilize the two (2) personal days for 2004 or one (1) personal day if hired after January 1, 2005, off with pay in cases of family emergencies. Employees hired before January 1, 2005 may utilize the four (4) personal days in 2005 and 2006 off with pay in cases of family emergencies.

**ARTICLE 24      VACATIONS**

Section 1

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

<u>Current Employees Years of Service</u>	<u>Number of Weeks Vacation</u>
After one (1) Year of service	10 working days
Beginning of the sixth (6) year	15 working days
Beginning of the eleventh (11) year	20 working days
Beginning of the fifteenth (15) year	25 working days
Beginning of the twentieth (20) year	30 working days (MAXIMUM)

New Employees hired after January 1, 2005 covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule.

<u>Years of Service</u>	<u>Number of Weeks Vacation</u>
After one (1) Year of service	5 working days
Beginning of the third (3) year	10 working days
Beginning of the sixth (6) year	15 working days
Beginning of the eleventh (11) year	20 working days

Section 2 Vacations Part Time Employees

Part time employees of the Township shall not be entitled to vacation benefits.

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

An employee may "bank" or "carry over" up to five (5) days vacation into the next year. The total number of "banked" days shall not exceed five (5) days.

**ARTICLE 25 HEALTH AND INSURANCE BENEFITS**

Section 1

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

- A. A five and fifteen dollar (\$5.00/\$15.00) deductible prescription drug program.
- B. A dental plan with comparable benefit levels to the plan currently in force.
  - (1) Full time employees shall be entitled to receive health insurance coverage under a policy of insurance provided by the Township.
  - (2) Persons performing part time services shall not be entitled to any benefits enumerated in this contract.



Section 2

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

- A. A ten thousand dollar (\$10,000.00) life insurance having a death benefit payable to the designated beneficiary of the employee.

Section 3

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

- A. Co-pay: the employees who enroll in the above plans shall contribute via a payroll deduction of 2003-\$6.50/pay, 2004-\$6.50/pay, 2005-\$10.00/pay, and 2006- \$15.00/pay.
- B. The payroll deduction at the time of retirement, per month, remains the same upon retirement.

**ARTICLE 26 SCHOOLING**

Section 1

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

Section 2

The employer shall pay for tuition, courses, books and registration fees for all courses taken by the employee which is approved in advance by the employer. All courses must lead to work status improvement, and lead to a degree or certificated used in the workplace.

Section 3

Reimbursement shall be made to the employee upon completion of the course with a passing grade, and upon submission of receipts for such payment.

Section 4

An employee shall not be compensated for any time spent in taking courses or in study or preparation for course work.

Section 5

For educational purposes requiring employees to go to school for additional purposes, the employee shall be paid the I.R.S. rate per mile, provided that the employee passes the course and submits proof to the Chairman of the employee's Department or the Chairman's designee.

**ARTICLE 27      INJURY PAY**

**Section 1**

In the event an employee is injured on the job, his or her rights shall be governed by New Jersey's workers compensation law; however, in no event shall that employee sustain a loss of pay. More specifically, the employee will receive his or her regular paycheck; however, any workers compensation checks received by the employee must be turned over to the Township Finance Department.

**ARTICLE 28      SAFETY**

**Section 1**

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

**Section 2**

Employees shall immediately report all defects of equipment in writing.

**Section 3**

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

**Section 4**

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

**Section 5**

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

**Section 6**

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

**Section 7**

Any employee involved in an accident shall immediately report said accident and any physical injury sustained to the employee's department head.

## ARTICLE 29      SENIORITY

### Section 1

All openings or vacancies shall be filled according to seniority. Each employee shall have a six-month (6) qualification period. If at the end of the qualifying period, the Township feels that the employee is not qualified, they shall then furnish irrefutable proof to the Union to substantiate this claim. Any employee so disqualified or voluntarily gives up the promotion, transfer or demotion shall be allowed to resume his/her former position without penalty.

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

### Section 2

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

### Section 3

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

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

### Section 4

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

### Section 5

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

Section 6

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

Section 7

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

**ARTICLE 30**      **PROBATIONARY PERIOD**

All employees, prior to becoming a permanent employee with the Township shall serve a probationary period of six (6) months. During this probationary period, the probationary employee may be terminated with or without prior notice for any reason.

**ARTICLE 31**      **LAYOFF AND RECALL**

Section 1

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

Section 2

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

Section 3

The Township agrees that it will attempt to notify all employees affected by a lay off at least two (2) weeks in advance.

Section 4

The Township agrees to give at least two (2) weeks notice whenever making seasonal or permanent layoffs to the Union, Shop Steward and the affected employees whenever possible.

Section 5

Notices must be given in writing.

Section 6

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

**ARTICLE 32**      **HIRING ADDITIONAL EMPLOYEES**

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

**ARTICLE 33      WORK PERFORMED BY COVERED EMPLOYEES**

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

**ARTICLE 34      FULLY BARGAINED AGREEMENT**

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

**ARTICLE 35      SEPARABILITY AND SAVINGS**

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

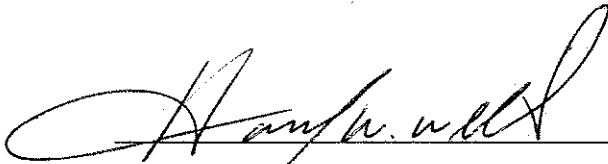
ARTICLE 36      DURATION OF AGREEMENT

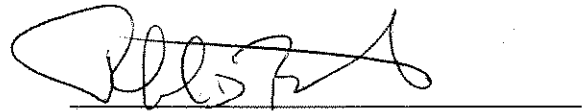
This Agreement shall be in full force and effect as of **January 1, 2003** and shall remain in effect to and including **December 31, 2006**, without any reopening date. This Agreement shall continue in force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Pennsville, New Jersey on 13<sup>th</sup> day of Oct., 2004

TEAMSTERS LOCAL UNION NO. 676

TOWNSHIP OF PENNSVILLE  
SALEM COUNTY, NEW JERSEY

  
\_\_\_\_\_  
President & Executive Officer

  
\_\_\_\_\_

Date: 10-13-04

Date: 10/14/04

