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AGREEMENT

Between

TOWNSHIP OF HOLLAND

HUNTERDON COUNTY, NEW JERSEY

and

TEAMSTERS LOCAL UNION 773 OF ALLENTOWN, PA

2021-2025

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## AGREEMENT

Made as of the 1st day of January 2021, by and between the TOWNSHIP OF HOLLAND, IN THE COUNTY OF HUNTERDON, New Jersey, hereinafter referred to as the "Employer" or "Township",

-AND-

TEAMSTERS LOCAL UNION 773 OF ALLENTOWN, PENNSYLVANIA, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

WHEREAS the Employer and Union have negotiated and reached agreement as to all bargainable issues,

NOW THEREFORE it is agreed between Employer and Union as follows:

### ARTICLE I. RECOGNITION

Pursuant to an election held under the auspices of the New Jersey Public Employment Relations Commission, the Union has been determined to be the exclusive and sole representative for collective negotiation for all employees included in the bargaining unit determined by the Public Employment Relations Commission, being all hourly paid employees of the Road Department, including equipment operators and truck drivers-equipment operators, excluding all supervisors under the Act, clerical employees, seasonal employees, police, craft employees, confidential employees and managerial employees.

### ARTICLE II. DURATION OF AGREEMENT

This Agreement shall become effective as of January 1, 2021, except for the effective dates otherwise herein stated and shall continue in effect until December 31, 2025, the expiration date hereof, subject to the Union's and Employer's right to negotiation over a successor agreement. It is further agreed that on the request of either party hereto, the parties will meet at such time or times after June 1, 2025, as necessary, for the purpose of negotiating a successor agreement. The purpose of such early meeting is in order to enable the parties to comply with the provisions of the Public Employment Relations Act.

### ARTICLE III. DUES CHECK-OFF

The Employer agrees to deduct monthly union dues and/or uniform assessments of the Local Union evenly over the two pay periods per month from any employee from whom written authorization is received, and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made.

A dues check-off authorization is to be voluntary but once given, it may be revoked while an employee is employed by Employer during the term of this Agreement only on fifteen (15) days written notice by the employee to Employer.

The Union agrees to indemnify and save Employer harmless any and all claims, suits or other forms or liability arising out of deductions of money for union dues under this article.

## ARTICLE IV. GRIEVANCE PROCEDURE

All grievances between the parties regarding the interpretation, application or violation of policies, agreements, and administrative decisions affecting employees shall be settled in accordance with the grievance procedure set forth in this Agreement and there shall be no strikes or cessation of work by the employees or lockouts by the Employer during the term of this Agreement.

The parties to this Agreement confirm that an orderly and expeditious resolution of grievances is desirable. Accordingly, grievances shall be resolved, with each party providing an acknowledgement of receipt at each grievance step, under the following three (3) step process:

### STEP 1:

The employee initiating the alleged grievance shall present the grievance in writing and on a form provided by the Union to his immediate supervisor within five (5) business days after its occurrence.

The first level supervisor shall make a written reply to the grievance within five (5) business days after its initial presentation.

### STEP 2:

If the action in Step 1 above fails to resolve the grievance to the satisfaction of the person or persons submitting the grievance, he/they shall, within five (5) business days of the supervisor's written reply refer it in writing to the Township Committee member in charge of the Road Department.

The Township Committee member in charge of the Road Department shall make a written reply to the grievance within ten (10) business days after the presentation of the grievance to him/her.

### STEP 3:

If the action in Step 2 above fails to resolve the matter to the satisfaction of the person or persons submitting the grievance, he/they shall, within five (5) business days of the written reply from the appropriate Township Committee member, make a written referral of the grievance in writing to the Township Committee.

The Township Committee shall make a written reply to the grievance within three (3) weeks from the date of submission.

### STEP 4:

This Step 4 shall apply only if the grievance is by or on behalf of an employee included in the bargaining unit who has, by action of Employer, been discharged from the Employer's employment or suspended without pay for a period of over three (3) days, and which involves a complaint about such discharge or suspension. Step 4 shall not apply to any other type of grievance (even if, for example, the grievance involves a lesser suspension). Where Step 4 is applicable the following shall pertain:

If the action in step 3 above fails to resolve the matter to the satisfaction of the person or persons submitting the grievance, he/they shall, within five (5) business days of the written reply from the Township Committee, invoke arbitration of the grievance by delivering to the N. J. Public Employment Relations Commission a written request that said Commission furnish names of arbitrators to the parties, and after such names are submitted, the grievant and Employer shall select their choice of arbitrator in accordance with the rules and regulations of said Commission.

Thereafter the grievance shall be arbitrated by the selected arbitrator, whose decision, subject only to lawful rights of appeal, shall be final and binding on the parties. The arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of this Agreement, and shall confine his decision to the interpretation of this Agreement as relevant to the merits of the grievance. He shall confine himself to the precise issue(s) of the grievance and shall have no authority to determine any other issues not presented, except as they may be necessary to a determination of the issue(s) of the grievance which have been submitted to arbitration. The decision of the arbitrator shall be in writing, shall be submitted to the grievant and the Employer, and shall describe the basis for the arbitrator's decision and the evidence relied upon. The fees and expenses of the arbitration shall be borne equally by the grievant and the Employer.

Failure of the grievant to adhere to the time limits set forth herein, absent mutual agreement by both parties shall be deemed a waiver which shall prevent further processing of the grievance.

#### ARTICLE V. SENIORITY

Seniority is based on the length of continuous service the employee has with the Employer as a Department of Public Works employee. Seniority shall be accumulated during absence due to illness, lay off, or leave of absence as long as such seniority is not terminated in accordance with other provisions of this agreement. In all cases of lay offs, rehiring and awarding job bids, seniority shall govern with due consideration for ability to perform the particular job. Employees last hired shall be the first laid off, provided those employees remaining are capable of performing the available work. When the Employer rehires any employees, employees on lay off shall be rehired in reverse order in which they were laid off after such jobs are posted for bid, provided such employees are capable of performing the available work.

Although the Union recognizes that the employee with the greatest seniority bidding for such job may not be capable of performing such job, the Employer agrees that it will give the employee with the greatest seniority bidding for such job if capable of performing such job, first consideration for same. However, the determination of the qualifications of any job shall rest with the Employer, subject to the grievance procedure in this Agreement.

The Employer shall supply the Union with a seniority list of all employees setting forth the date of hire of such employees. This list shall be maintained by the Employer and brought up to date annually. The Employer shall also supply the Union with a complete list of names, addresses and dates of employment of employees presently laid off, discharged, hired, or rehired.

Seniority shall be broken for any of the following reasons:

1. An employee quits or resigns.
2. An employee is discharged.
3. An employee is laid off for a period of longer than eighteen (18) consecutive months, unless he is off sick due to injury on the job. In such event such lay off shall be for a period of thirty-six (36) months.

A regular employee on lay off has the right to turn down any temporary employment, but must promptly return to and accept a permanent job.

## ARTICLE VI. PROBATIONARY EMPLOYEES

All new employees shall be considered probationary employees for a period of six (6) months from the beginning of employment. The probationary period may be extended past six (6) months in three (3) month periods by the DPW Supervisor, but shall not exceed a total of twelve (12) months. During the probationary period, the employee shall have no seniority but will otherwise enjoy and be bound by other provisions of this Agreement. If such employee is retained beyond the probationary period, his/her seniority shall commence as of the date of original employment. Regular employee status is subject to confirmation by a majority vote of the Township Committee. Article VI does not apply to any newly appointed DPW employee who previously worked full-time, on a continuous basis, for five or more years, for the Township of Holland prior to appointment as a DPW employee.

## ARTICLE VII. WAGES

A schedule of wage rates effective beginning as of January 1, 2021, for the period from January 1, 2021 to December 31, 2025, is attached hereto as Appendix A and made a part hereof. The parties agree that the schedule of wages set forth in Appendix A shall be the schedule which shall remain in force for the period just stated.

## ARTICLE VIII. HOURS OF WORK AND DIRECTION OVER WORK

The normal work week for all employees covered by this Agreement is forty (40) hours, Monday through Friday, eight (8) hours per day, with the normal working hours of 7:00 am to 3:30 pm which will include a one-half hour (1/2)unpaid lunch and a fifteen (15) minute morning break period. Employees will be afforded time to wash up before the end of the work day.

During inclement weather conditions, eight (8) hours worked in a twenty-four (24) hour period would constitute a scheduled work day. After that time period, an employee would have the option of leaving or working his regularly scheduled shift with approval that will be at the sole discretion of the DPW Superintendent and proper coverage required by the Township.

Overtime must be authorized by the DPW Supervisor or designee and will be paid at 1.80 times the hourly rate for all hours worked in excess of eight (8) hours in one day or forty (40) hours in any one week. Hours worked on Sunday will be paid at a rate of 1.80 times the regular hourly rate. There will be no pyramiding of overtime payments under this Agreement.

For overtime work, employees may choose compensatory time or cash payments at 1.80 times the regular hourly rate. If compensatory time is chosen, the conversion to 1.80 times shall be made prior to adding the hours to the "bank". An employee may add to the "bank" until it reaches forty (40) hours, at which time cash payment must be taken. Compensatory time off may be used at the employees discretion subject to a determination by the DPW Supervisor or designee that such use will not unduly disrupt the operations of the public works department or result in additional overtime cost.

No employee shall be justified or warranted without valid reason to refuse to work overtime on

any day when required by the Employer, or its representative, to do so. Any employee shall be given a one-half (1/2) hour paid lunch period for every four (4) hours worked after eight (8) hours in any work day.

Any employee unable to work on account of illness or for any other justifiable reason shall notify the Employer not later than 24 hours prior to the beginning of the shift from which he will be absent, unless prevented from doing so by emergency. It is recognized that the functions and services performed by employees require the prompt and regular attendance at work of each employee; where circumstances make either punctuality or attendance impossible, every effort must be made by the Employee to notify Employer of the deviation from schedule, at the earliest possible moment.

Subject to the terms and provisions hereof, it is recognized that the supervision and control of all operations and the direction of all employees are vested solely in the Employer. It is agreed that there is reserved to the Employer sole jurisdiction over matters of policy, and that Employer retains the right, subject only to the limitations imposed by the language of this Agreement and applicable laws and regulations, (a) to direct employees of Employer, including the right to require any employee to perform any duties in the service of Employer and not merely those which he/she customarily has performed, (b) to hire, promote, transfer, assign, and retain employees in positions, to appoint temporary supervisors who may include an employee covered by this Agreement, to suspend, demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or other reason, (d) to maintain the efficiency of municipal operations, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

#### ARTICLE IX. HOLIDAYS

It is agreed that the following days shall be observed as holidays with full pay for employees:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Good Friday	Day before Christmas
July 4th	Christmas Day
Labor Day	Floating Holiday

If an employee performs no work on one of the said holidays, said employee shall be paid for that day at his regularly hourly rate, excluding overtime or any other premium pay. If an employee works on one of the said holidays, he shall be paid for such work at the rate of 1.80 times his regular hourly rate, plus the holiday pay. In order to receive holiday pay, an employee must work the regularly scheduled work day preceding said holiday and the regularly scheduled work day following said holiday, unless excused there from by his immediate supervisor. Failure to work either the day preceding or the day following a holiday, without being excused by his supervisors, forfeits holiday pay. If a holiday falls on a Saturday, it will be observed the preceding Friday. If a holiday falls on a Sunday, it will be observed the following Monday.

ARTICLE X. BEREAVEMENT

An employee shall be given leave of absence with pay, at straight-time rates:

(a) Upon the death of his/her spouse, child (including adopted and step), parents or step parents for up to five (5) work days, the last of which shall be taken not later than ten (10) days after the date of death;

(b) Upon the death of his/her brother, sister, brother-in-law, sister-in-law, grandparent, father-in-law, mother-in-law, aunt, uncle, niece, or nephew for up to three (3) work days, the last of which shall be taken not later than ten (10) days after the date of death.

ARTICLE XI. VACATIONS

Employees are entitled to the number of vacation days each calendar year as shown in the charts below. During the first year of employment, the number of vacation days allotted will be pro-rated for the calendar year based on the date of hire. The number of vacation days earned for each calendar year is based on the number of years of service the employee has during that calendar year; provided that employee has been continuously employed by the Township (except for any leave of absence approved by the Township Committee) during the time period counted.

For all employees hired prior to October 1, 2015:

<u>Years of service during the calendar year</u>	<u>Number of Vacation Days during the calendar year</u>
1 <sup>st</sup> Year	5 days
2 <sup>nd</sup> Year	6 days
3 <sup>rd</sup> through 6 <sup>th</sup> Year	12 days
7 <sup>th</sup> through 15 <sup>th</sup> Year	15 days
16 <sup>th</sup> through 25 <sup>th</sup> Year	20 days
26 <sup>th</sup> Year and Over	25 days

For all employees hired after October 1, 2015:

<u>Years of service during the calendar year</u>	<u>Number of Vacation Days during the calendar year</u>
1 <sup>st</sup> Year	5 days
2 <sup>nd</sup> Year	6 days
3 <sup>rd</sup> through 6 <sup>th</sup> Year	12 days
7 <sup>th</sup> through 15 <sup>th</sup> Year	15 days
16 <sup>th</sup> Year and Over	20 days

Vacation days may be taken only after prior approval of the DPW Supervisor, or in his absence, by the Township Committee member having responsibility for the Public Works Department.

If, during a calendar year any person terminates employment or his/her employment is terminated, he/she shall have already taken more vacation days for that calendar year than a proportion (rounded to the nearest full day) of such person's full entitlement for the calendar year



which corresponds to the proportion of days in the calendar year elapsed prior to termination to the total number of days in the calendar year, there shall be deducted from the terminating employee's final pay check or checks, an amount equivalent to the pay the employee would normally receive for a day's work times the number of vacation days already taken for the calendar year in excess of the foregoing proportion.

The above vacations shall apply to all employees employed a total of full-time in one or more capacities, but not to part-time or seasonal employees. Employment, as referred to herein, means employment with the Township, and is deemed to commence when an employee first reports for work.

Vacation pay shall be at the employee's straight time hourly rate.

Employees shall select their vacation period in order of their seniority during the approved vacation period posted by the Employer. Employees shall be required to take time off for their vacation. In the event extenuating circumstances justify the Township request that an employee return to work during his vacation period, approval must be received from the employee, except in the case of emergency, in which event the employee must return to work. Such employee who so returns to work from his vacation shall be paid his regular hourly rate of pay for such vacation that he so worked. Such employee shall be given another vacation period with pay as the Employer's schedule permits, or the employee may elect to take his vacation pay in lieu of additional days off.

Employees may take vacation in units of four (4) hour increments, subject to giving prior notice of request, and further subject to approval of such request by the DPW Supervisor. A maximum of five (5) days of the annual vacation allotment may be carried over from year to year. The maximum pay out for unused vacation days at separation of employment is one year of the employee's annual vacation allotment. Terminated employees will be paid for all earned vacation days not used.

If a holiday occurs during an employee's vacation period, such employee shall get an additional day off with pay at a time mutually agreeable between Employer and Employee.

Lay off or absence due to illness not exceeding ninety (90) days shall not limit or abridge the employee's right to full vacation with pay.

During the period of December 1 thru April 1, the employer agrees to allow employees to take up to one week of vacation time where the employee is unavailable (unavailable vacation time). This unavailable vacation time may be taken in five (5) consecutive days or one (1) day at a time. Any employee requesting a five (5) consecutive day unavailable vacation period must give at least fourteen (14) days prior written notice to the DPW Supervisor. Any employee requesting a one (1) day unavailable vacation period must give at least seven (7) days prior written notice to the DPW Supervisor. The DPW Supervisor will make every effort to accommodate unavailable vacation time requests received without the required notice. No more than one employee can be off on unavailable vacation time during the same period of December 1 thru April 1. It is understood that unavailable vacation time taken in a five (5) day consecutive period would include the Sunday beginning the week and the Saturday ending the week as well as any vacation days taken with the weekend falling between those days scheduled off. Additional vacation time may be taken during the period of December 1 thru April 1 provided the employee is available to work and receives the pre-approval of the DPW Supervisor.

## ARTICLE XII. SAFETY AND WELFARE

Employer, in accordance with its established practice, shall continue to install and furnish safety devices and equipment for the protection of the lives and health of its employees.

Safety devices and equipment required by State, Federal, or local agencies, or by any governmental rule or regulation, shall be furnished to the affected employees by Employer, without cost.

Employees shall be required to utilize all safety apparel and equipment and protective devices in the prescribed manner and shall cooperate to the best of their ability in the prevention of accidents.

All safety and health regulations promulgated by Employer shall be observed strictly by the Employees and the regulations and safety codes promulgated by Federal, State and local governmental agencies, in the interest of protecting the safety and health of employees, shall be strictly observed by the Employer and by the employees so far as they relate to the operations of the Township.

Employer will furnish, and replace as reasonably required, hard hats, goggles, gloves, foul weather gear, work jacket, coverall or bibs, and five (5) Holland Township reflective logo shirts. Each employee will be allocated up to \$550 per year for the purchase of safety toed work boots, prescription safety glasses, and work clothing necessary in the performance of their work duties.

## ARTICLE XIII. HEALTH AND WELFARE

All employees receiving health benefits coverage shall contribute toward the cost of health benefits as set forth in law, utilizing Tier IV (Ch. 78, P.L. 2011) contribution percentages. However, the minimum amount to be contributed shall not be less than \$1,000. This \$1,000 contribution shall not be in addition to the legal requirement. The Township will maintain an IRC 125 Plan that will allow employees to make the required healthcare premium payment prior to the withholding of federal taxes.

Employees must work at least thirty (30) hours or more per week (on average) in order to qualify for health benefits coverage.

Effective January 1, 2021, the Township will pay for hospitalization and medical insurance, and prescription drug coverage, under the New Jersey State Health Benefits Plan (NJSHBP) NJ Direct 15 with prescription drug coverage through the medical plan. Rules and procedures of the NJSHB plans will be followed. Should the NJSHB change plan design, components, or coverages, including not offering the NJ Direct 15 plan, the Township will provide the closest matching plan available under NJSHB. Employees hired prior to January 1, 2006 may continue existing coverage with the New Jersey State Health Benefits Plan NJ Direct 10 with prescription drug coverage (# 201). Should the NJSHB change plan design, components, or coverages, including not offering the NJ Direct 10 plan, the Township will provide the closest matching plan available under NJSHB.

Employees may voluntarily choose other plans (with a lower premium and higher deductibles) if they determine that the plan would be financially beneficial to them. Should an employee select a plan more expensive than the equivalent to the NJ Direct 15 plan with prescription drug coverage through the medical plan, that employee shall be solely responsible for the additional costs in addition to his/her statutory/contractual contribution requirements.

The above named insurance may be changed to another medical or prescription drug insurance carrier selected by the Township (after consultation with the Union) under a plan providing benefits as substantially equivalent as possible (or better) to those pertaining under the current NJ State Health Benefits Program policies. In any event, the employees' hospital and medical insurance, and prescription drug coverage, will be covered by the Township continuously. Employees shall cooperate in completing such forms and furnishing such information as is requested by the applicable healthcare insurance provider.

The Township agrees to pay for dental coverage for all full-time employees and their eligible dependents. Guardian Insurance Company currently provides the dental insurance coverage. The current dental insurance carrier may be changed to another dental insurance carrier selected by the Township (after consultation with the Union) under a plan providing benefits as substantially equivalent as possible (or better) to those under the current plan. In any event, the employees' dental insurance coverage will be covered by the Township continuously. Employees shall cooperate in completing such forms and furnishing such information as is requested by the applicable dental insurance provider.

Permanent employees on approved unpaid sick and accident leave or leave of absence due to an injury received on the job shall be covered by the hospital and medical, and prescription drug program for a maximum period of one year of such leave. Employees are required to pay the regular health insurance contribution to the Township to maintain this coverage.

If requested by the Employer, an employee shall submit to an annual physical examination to be conducted at the expense of Employer. The examining physician shall be designated by the Employer and the results of said examination shall be made available to the Employer and the employee. The Township agrees that a standardized physical shall be administered and that the examination will not be CDL related unless required by State law.

#### ARTICLE XIV. ABSENCES

##### 1. Applicability of this Article.

The rules which following in this Article apply to payment of wages during periods of illness or disability, or for personal leave days, for regular, full-time permanent employees. Temporary or part-time employees are not entitled to compensation for such absences.

##### 2. Absence Due to Personal Illness or Disability.

(a) Hourly employees shall be entitled to seven (7) days of sick leave with full pay per year. The Employer reserves the right to require a doctor's certification for any illness exceeding three consecutive working days that the employee was sick as a condition to allowing such sick leave pay. Sick days may be used in four (4) hour increments.

(b) Unused sick days may be accumulated in an Annual Sick Leave Bank for future use. The current years' allotment of Annual Sick Leave must be used before any accumulated sick days are used. The creation of an Annual Sick Leave Bank is at the employees' sole discretion, and the Township will not provide any compensation for any days in this bank at the employees' time of separation from service or retirement.

(c) The Employer agrees to maintain an additional sick leave bank for each full-time employee. Three (3) days of additional sick leave will be added to the bank annually for each year of employee's service. These days may be used under the following circumstances and will be deducted from the employee's sick leave bank when used: Hospitalization or major illness, recuperations, which require the employee to miss more than ten (10) consecutive working days. After meeting the eligibility requirement, an employee may choose to apply up to three (3) additional sick leave bank days retroactively to the initial ten (10) day qualifying period. A doctor's certification will be required to establish eligibility. Disability benefits will be administered in accordance with the State of New Jersey plan.

### 3. Absences Due to Disability in the Performance of Duty.

(a) A full-time employee injured in the performance of his duties shall receive full wages during his absence due to such disability, and until his employment is terminated, except that when payment under Worker's Compensation is paid to the employee, the Township shall pay the employee the difference between the compensation payment and his full pay as required by State law. State law is up to one year maximum. No period of time for which an employee is being paid Worker's Compensation shall be counted against his allowable days of sick leave.

4. All absences due to illness or disability shall be reported immediately by or for the employee to his department head or the Chairperson of the appropriate committee, or the Township Committee.

### 5. Proof of Illness or Disability.

(a) In all cases of reported illness or disability, the Township reserves the right to send a visiting nurse or the Township physician to investigate the report.

(b) When an absence due to illness or disability exceeds three (3) days the employee must submit a supporting statement from his attending physician. The Township reserves the right to have the employee examined by the Township physician before returning to duty.

6. Each full-time employee is entitled to up to three (3) personal leave days with full pay per year; provided, however, that such days are scheduled with and approved by the DPW Supervisor in advance. An employee shall give the DPW Supervisor at least 24 hours prior notice of his intention to take a personal leave day.

7. A leave of absence without pay may be requested by any employee of the Township by submitting the reasons for the requested leave in writing to the Chairperson of the appropriate committee or the Township Committee. Such requests will require the approval of the Township Committee and will usually not exceed a six-month period.

## ARTICLE XV. NON-DISCRIMINATION

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, sex, color, religious creed, or national origin. The use of male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees regardless of sex.

## ARTICLE XVI. DISCIPLINE, SUSPENSION OR DISCHARGE

The Employer has a right to discharge, suspend or discipline any employee, and the DPW Supervisor has the right to suspend or discipline any employee, for just cause. The Township and the Union agree to the use of a progressive discipline system outlined in the Township of Holland Employee Handbook, to cover violations of work rules. Warning notices and disciplinary actions shall not be maintained within the employee's personnel file or relied upon by the Township for a period of more than thirty six (36) months from the date of the last notice unless there is a repetition of the conduct or offense.

The Employer shall have five (5) business days to levy any disciplinary action after the conclusion of the Employer's investigation of the incident. The discipline notice shall be in writing along with the employee's name, date, and time of the incident. Any action taken after the five (5) business day time limit has expired shall be considered null and void. All disciplinary notices must be signed and dated, along with the time of day, by the employee.

The Employer agrees that it will notify the Union in writing within three (3) business days after any suspension or discharge of any employee and the reasons therefor. Such written notice shall also be given to the employee who is suspended or discharged as well as the Union Steward. If any question or dispute arises regarding any suspension or discharge, the grieving employee must file a written grievance regarding same within five (5) business days from the date of such suspension or discharge and a copy of such grievance must be given to the Employer. This grievance shall then be handled in accordance with the grievance procedure set forth in this Agreement starting with Step 2.

Any and all copies of disciplinary action levied by the Township must be sent to the Teamster Local 773 Union office located at 3614 Lehigh Street, Whitehall, PA 18052 within three (3) business days. Notices may be sent via email or fax.

## ARTICLE XVII. SUPERVISORY PERSONNEL

Supervisors, as that term is defined in the Public Employee Relations Act, may be permitted to perform any work covered by this Agreement, in addition to their supervisory responsibilities.

## ARTICLE XVIII. SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. Any masculine terms as used herein shall include the feminine and vice versa.

## ARTICLE XIX. MILITARY CLAUSE

Employees enlisting in or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act, as amended, shall be granted all rights and privileges provided by the Act. Employer shall pay hospitalization, major medical, group life, and accidental death and dismemberment of employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days in any calendar year, providing such absence affects his credits or coverage in connection with the benefits enumerated in this paragraph.

## ARTICLE XX. UNION BULLETIN BOARDS AND INSPECTION PRIVILEGES

The Employer agrees to provide suitable space for the union Bulletin Board in each garage or place of work. Postings by the Union on such boards shall be confined to official business of the Union. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

## ARTICLE XXI. JURY DUTY PAY

In the event that an employee loses all or part of his time on account of jury service, the Employer shall pay such employee an amount sufficient to guarantee no loss in wages on account of such absence from work. Employees shall notify the Employer within forty-eight (48) hours after they receive jury notice.

## ARTICLE XXII. EMERGENCY CALL OUT

If an employee is called out to work in an emergency, on a separate occasion and not merely as a continuation of other work, beyond normal working hours, he shall be paid for at least three (3) hours even if the actual hours worked shall be less. A list will be posted and call outs will be based on a rotational seniority basis. It is understood that an employee who chooses to relinquish his turn on a call out, will not have the opportunity for a callout again until the entire list rotates back to his name.

ARTICLE XXIII. EFFECTIVE DATE

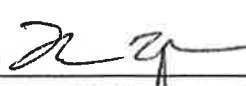

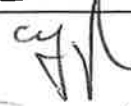
This Agreement is made and entered into this 1<sup>st</sup> day of December, 2020 and is effective as of January 1, 2021.

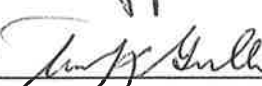

FOR THE UNION:

FOR THE TOWNSHIP:

INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, LOCAL 773

TOWNSHIP OF HOLLAND, IN THE  
COUNTY OF HUNTERDON

By  Bruce Wold <sup>12/2/2020</sup> By   
 Affairs Manager <sup>12/2/2020</sup> Dan Busch, Mayor <sup>12/1/2020</sup>

By  Jeff Gull <sup>12/2/2020</sup> By   
Officer of Local 773 and title Ray Krov, Deputy Mayor <sup>12/1/2020</sup>

APPENDIX A: SALARIES

The following salary charts will be utilized during the term of this agreement. At the conclusion of this agreement, no salary increases or step increments will occur until a successor agreement is reached. The new salary charts in the successor agreement will be retroactive to January 1, 2026.

Employees hired after October 1, 2015:

The following salary chart applies to all employees hired after October 1, 2015. These employees will receive the following hourly wage based on their years of service.

<u>Year of Service</u>	<u>Hourly Wage</u>
1	\$ 21.00
2	\$ 23.00
3	\$ 25.00
4	\$ 26.00
5	\$ 27.00
6	\$ 28.00
7	\$ 29.00
8	\$ 30.00
9	\$ 30.50
10	\$ 31.00

Employees hired prior to October 1, 2015:

During the period January 1, 2021 through December 31, 2025, wages of hourly-paid employees of the Road Department included in the bargaining unit and hired prior to October 1, 2015 shall be as specified in the columns labeled below for the periods of time. The hourly wage increases are 2% each year (rounded).

<u>Years of continuous employment with the Township:</u>	<u>Years:</u> <u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Over 15 years	\$36.00	\$36.75	\$37.50	\$38.25	\$39.00

Temporary Supervisor Pay:

Any DPW employee who is temporarily put in charge of the Department by the DPW Supervisor will be paid the temporary supervisor hourly rate, as shown in the table below, in addition to their regular hourly rate. The additional temporary supervisor hourly rate is subject to overtime pay while (1) the temporary supervisor is working an overtime event; and (2) if an overtime event occurs and the temporary supervisor is not working the event, the temporary supervisor will be paid one hour of overtime (at their regular hourly rate plus the temporary supervisor hourly rate) when they are required to make phone calls to staff the event and answer questions during the event.

<u>Temporary Supervisor Hourly Rates:</u>					
<u>Year:</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>Hourly Rate:</u>	\$4.35	\$4.45	\$4.50	\$4.60	\$4.70