

**AGREEMENT
BETWEEN:**

TOWNSHIP OF RANDOLPH

MORRIS COUNTY, NEW JERSEY

-AND-

TEAMSTERS' LOCAL 97 OF NEW JERSEY

INTERNATIONAL BROTHERHOOD OF

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND WORKERS OF AMERICA

JANUARY 1, 2010 THROUGH DECEMBER 31, 2010

DRAFT 1 – February 8, 2010

FINAL – April 6, 2010

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Appendix A.

Job Descriptions for Public Works, Parks/Maintenance and Building Maintenance Personnel.

Appendix B.

Employee Performance Evaluation for Public Works, Parks/Recreation and Building Maintenance.

PREAMBLE

THIS AGREEMENT entered into this 9th day of April 2010 by and between the TOWNSHIP OF RANDOLPH, in the County of Morris, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and TEAMSTERS' LOCAL 97 OF NEW JERSEY, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter called the "Union", represents the complete and final understanding on all the bargainable issues between the Township and the Union.

ARTICLE 1.
RECOGNITION

The Township recognizes the Union as the exclusive agent for full time employees of Public Works and Parks. The union represents all job titles listed in Article 14. Professional, clerical and supervisory employees of Public Works and Parks are excluded.

ARTICLE 2.
UNION RIGHTS

A. During Collective Negotiations, authorized Union representatives, not to exceed three (3) shall be excused from their work duties when necessary, to participate in all negotiations sessions which may be mutually scheduled to take place partially during their regularly scheduled work time, and shall suffer no loss of regular pay thereby. In order to limit impacts on municipal operations, no more than one representative may attend sessions from Parks, one from Utilities and one from Public Works at any time.

B. Each respective negotiating Committee shall be empowered with authority to negotiate an Agreement, subject, however, to the approval and ratification of same by their respective constituencies.

ARTICLE 3.
MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

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

ARTICLE 4.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin, or physical disability unless based upon a bona fide job requirement. Union and Township representatives shall work cooperatively to assure the achievement of equal employment opportunities. Any employee who fails to cooperate to this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance provisions of this contract prior to seeking relief through other channels.

ARTICLE 5.
WORK WEEK AND OVERTIME

A. WORK HOURS

The normal work week shall consist of five (5) consecutive days, Monday through Friday. The normal work day shall consist of eight (8) consecutive hours exclusive of a one-half hour lunch period. The normal starting time shall be 7:00 a.m. and the normal quitting time shall be 3:30 p.m. It is recognized that starting and quitting times must vary for certain seasonal operations including activities such as park and public grounds maintenance, leaf removal, and with respect to emergencies such as those resulting from storms (snow removal, flooding, debris removal), vehicular accidents, water main breaks, road cave-ins, and vandalism. For Parks employees hired after January 1, 2001 the work week shall vary from April 1 to December 1. Employees shall be assigned to a five (5) consecutive day week inclusive of Saturday and Sunday.

For those Park Division employees with non-traditional schedules, the work week shall be five (5) days. The 6th day shall be treated as a Saturday, and the 7th day shall be treated as a Sunday for the calculation of overtime.

B. OVERTIME

1. Public Works Department employees shall be entitled to overtime pay at the rate of one and one-half times their hourly rate after eight hours in any work day or forty hour, in any week for days from Monday through Saturday. Such employees, when called out after regular hours shall receive a minimum of two hours at the rate of one and one-half times their hourly rate, except when the overtime work is contiguous to a normal work day. When overtime is contiguous to the normal work day, employee will be paid for the actual time worked in excess of eight hours at the rate of one and one-half times their hourly rate. Overtime shall be distributed as equally as possible among all employees.

2. Employees called out on Sundays shall be entitled to overtime pay at the rate of two times their hourly rate.

3. In determining eligibility for overtime pay, time within the employee's standard weekly work schedule for which he receives pay from the Township for approved absence shall be credited to time worked when computing the forty (40) hours at straight hourly pay required before overtime rates are paid.

4. Compensatory time may be granted in lieu of overtime at the employee's request. Compensation time will apply as outlined in the Employee Manual. Sundays and holidays will be calculated at two times the hourly rate. Employees shall be entitled to accrue a maximum of 60 hours of compensatory time per calendar year. Effective December 31, 2006 the total accrual of compensatory shall not exceed 120 hours at any time. Department Director will be responsible for bookkeeping. In addition employees' accumulated comp time will be posted and updated on a monthly basis. Compensation time will be used upon Director's approval and shall not be unreasonably denied.

a) Effective July 1, 2010, employees shall receive eight (8) hours of compensatory time. This credit represents a 2010 contract, one time signing bonus for members of the bargaining unit. It is understood that no employee who has 120 hours of banked compensatory time on July 1, 2010 will be eligible for the compensatory time credit.

C. COFFEE BREAK

During the normal 8-hour work day, a 15 minute coffee break may be taken in the forenoon and in the afternoon, provided, however, the employee shall not return to the garage for such break. Within the limits of work required, every attempt will be made to reasonably provide fifteen minute coffee breaks between 9:00 a.m. and 10:00 a.m. in the morning and 1:30 p.m. and 2:30 p.m. in the afternoon. Employees shall not return to the garage for said coffee breaks, but one person may be permitted to travel to purchase coffee for all men on a crew within the limits of the work schedule as approved by the Director of Public Works.

D. SNOW REMOVAL

1. When an employee is called out after regular hours for snow removal work, one-half hour of time will be provided after every four (4) hours of work or, in the event that the overtime is anticipated to be longer than four (4) hours one hour of time will be provided after every six (6) hours of work, subject to approval of the Director of Public Works, based upon snow removal needs. When employees are required to work beyond 3:30 p.m., and in the opinion of the Director, the

overtime will be longer than four hours, the employee will be permitted a one-half hour break for meals between 5:00 p.m. and 6:00 p.m. as work permits. Other meal breaks will continue on a four or six hour basis after 7:30 p.m.

When an employee works up to the four or six hour limit and has not received his meal break, the Director may allow the employee to go for his meal break and then directly home. An employee will be paid for the meal break. The one hour meal break may be taken after a minimum of five and one-half (5-1/2) hours work time and within a maximum of six and one-half (6-1/2) hours work time. All breaks are subject to the approval of the Director of Public Works based on existing and anticipated work requirements.

2. Rest Period - Whenever an employee is required to work twenty- four (24) consecutive hours, the employee will be entitled to six (6) hours excused absence, without pay before resuming work.
3. Equipment Operator Availability - In any instance where six (6) trucks are required for snow and ice control, one (1) equipment operator shall be provided, if available, to load and mix materials.

E. DIVISION OF WORK

It is the intent of the parties that Foremen or supervisory personnel will not generally perform work customarily provided by employees covered by this Agreement. However, it is expressly understood that this shall not apply to special or unusual circumstances including, but not limited to the following:

1. Emergencies of any type.
2. Initial call-outs for small scale snow or ice control which must be checked in advance by supervisory personnel.
3. Activities or work projects involving regular crews of men where the Foreman or other supervisor is on the site to provide both supervision and some participation in the work project, and for regular snow removal operations when the full department is on duty.

(1) Note:

The time allotted for the meal break will be started when the employee reaches the eating establishment.

ARTICLE 6.
SICK LEAVE

A. SERVICE CREDIT FOR SICK LEAVE

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods when the presence of the employee is necessary to care for the employee's spouse or other members of the immediate family due to illness or injury. For the purpose of this section, immediate family is defined as spouse, children, or stepchildren of the employee.
3. Employees absent on sick leave shall be at home, at a medical facility, at a pharmacy or in transit to/from same throughout his/her normally assigned working hours.

B. AMOUNT OF SICK LEAVE

1. Sick leave with pay shall accrue to any full-time employee at a rate of twelve (12) days per year.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If any employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time.
 - (a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
 - (b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of an employee on sick leave; however, whenever such requirement appears reasonable abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
3. 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 of the Township's choice. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. USE OF SICK LEAVE AND INSURANCE

1. In instances when an employee is absent due to job related or non-job related illness or injury, he/she may apply for use of sick leave on a one-to-one substitution basis for days absent.
2. When Worker's Compensation benefits are received for work related absence, the employee will be credited with accumulated sick days to an equal extent that the Worker's Compensation benefits reimburse the Township for sick leave that has been paid.

F. BEREAVEMENT LEAVE

1. In case of death in the immediate family, an employee shall be granted up to three (3) days leave.
2. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother, or sister, father-in-law, mother-in-law, brother-in-law or sister-in-law, maternal, paternal grandparents and grandchild.
3. Reasonable verification of the event may be required by the Township.

4. In the event of a death in the immediate family which would cause the employee to travel considerable distance or would otherwise entail additional time off, a maximum of five (5) days may be granted by the Director at his discretion in unusual or extraordinary circumstances.

G. Accumulated Sick Time Assignments

1. When an employee exhausts his sick time due to a prolonged illness and is short of the required 60 days to become eligible for disability benefits, the Township will allow any member of the bargaining unit in good standing to voluntarily donate up to 3 days of his/her own sick time to said co-worker.
2. The employee donating the sick time must maintain a balance of 12 days of accumulated sick leave.
3. The employee must notify the Township in writing of his/her desire to grant the accumulated sick time.

H. Worker's Compensation/Alternative Duty Assignments

The Township shall comply with all state regulations governing municipal workers compensation due to job related injuries.

The Township shall be empowered to assign an employee to alternative duty assignments provided that the following steps are taken:

1. The Worker's Compensation doctor shall certify that the employee's condition is not compromised by said assignment.
2. The Township has sufficient need to assign the employee to Alternative Duty. Alternative Duty Assignments shall be at the discretion of the Township. Employees on Worker's Compensation are not guaranteed Alternative Duty Assignments.

Alternative Duty Assignments shall be temporary in nature.

I. Payment for Accumulated Sick Leave at Retirement

Employees must retire in good standing to qualify for payment of unused sick time at retirement. Employees shall be entitled to sick pay retirement benefits of 50 percent of accumulated sick time based on the following schedule:

Maximum Benefit

When the employee's age and years of service to the Township added together total 70 years 70 days
For employees appointed after January 1, 1999,
The maximum benefit shall not exceed \$10,000

When the employee's age and years of service to the Township added together total 75 years 75 days
For employees appointed after January 1, 1999,
the maximum benefit shall not exceed \$12,500.

When the employee's age and years of service to the Township added together total 80 years 80 days
For employees appointed after January 1, 1999,
the maximum benefit shall not exceed \$15,000.

ARTICLE 7.
HOLIDAYS

A. The following thirteen (13) days shall be holidays upon which the public offices of the employer shall be closed and on which the employees shall not be required to work except in the case of emergencies as determined by the Director of Public Works or the Township Manager:

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

B. Any employee required to work on a holiday shall be paid at an hourly rate of two times said employee's regular rate of pay, plus eight (8) hours holiday pay. The holiday will be considered to occur from 12:00 a.m. on the actual day of the holiday until 12:00 midnight that evening rather than the observance day.

FLOATING HOLIDAYS

(a) Lincoln's Birthday and Election Day are designated as "floating holidays" for all employees.

(b) Employees will have the option of taking Lincoln's Birthday and Election Day as holidays or reporting for a normal workday on those dates and taking another day off subject to the following:

(1) Sufficient personnel will be available in the department on Lincoln's Birthday and Election Day to adequately maintain operations on those days.

(2) The day taken in lieu of Lincoln's Birthday or Election Day as a "floating holiday" shall be subject to approval of the Director of Public Works and Township Engineer according to normal procedures for vacation or time off from work.

ARTICLE 8.
CAREER DEVELOPMENT

- A. The Township of Randolph encourages its employees to obtain all of the education and training possible. Most programs are offered by local educational institutions. The Township has adopted a policy whereby it will reimburse employees up to 50% of their tuition for satisfactory participation (a grade of "C" or better) in a job oriented course. This benefit is subject to the availability of budgeted appropriations.

- B. An employee may receive tuition reimbursement for course work unrelated to their position. Such reimbursement shall be at the full and complete discretion of the Township Manager. The Manager's decision shall be final with no appeal.

ARTICLE 9.
VACATIONS

A. Vacations for full time employees shall be based upon the following schedule:

During the employee's first year of service he/she will accrue vacation time at a rate of one day per month beginning the third month of service not to exceed 10 vacation days for the year.

<u>Years of Service Completed</u>	<u>Vacation to be Received</u>
After 1st year through 6th year	2 Weeks
January 1st after 6th year of service	3 Weeks
January 1st after 13th year of service	4 Weeks
January 1st after 18th year of service	1 Day for Each Additional Year Served Over 18 Years

C. All vacation days must be taken during the calendar year at such time as permitted by the Director of Public Works and Township Manager; unless it is determined that vacation may not be taken due to pressure of work. In case of the latter, unused vacation shall be carried forward into the next succeeding year, in which it must be used.

ARTICLE 10.
INSURANCE

A. Medical Coverage/Prescription Plan

1. Employees who were appointed prior to January 1, 2010 will continue to have the Choice 10 Plan as the base plan for coverage. The Township will continue to pay 80 percent of the premium* and the employee shall pay 20 percent.
2. Full time employees (future) who are hired after January 1, 2010 will have the new Premier Plan option as their base plan. The Township will pay 80 percent of the premium* and the employee shall pay 20 percent.
3. Employees opting for coverage with premiums exceeding their base plan shall contribute all cost in excess of the Township contribution for the base policy as stated above.

*Single coverage premium will be paid in its entirety by the Township. The 80/20 split shall apply to premium costs for dependent coverage.

4. Cash Option

Employees who receive hospital and medical coverage through their spouse's employer may surrender their benefits for cash. The Township will distribute a questionnaire in November and the coverage will begin the following January 1st. Employees must be able to document their alternate coverage and will not be able to re-enter the Health Insurance Program until the next open enrollment period (November). The Township will provide one-half of the savings allowed by the Health Insurance Fund. (Note that the cash payment is taxable). Payments will be made in two installments; June 1st and December 1st.

5. Retirement Benefits

Employees hired prior to January 1, 2007 - The Township shall compute years of services for paid health benefits at retirement based upon total years of service accrued in PERS.

Employees hired after January 1, 2007, who have worked in a full-time capacity for the Township for a period of twenty-five (25) years, shall have the right to paid health coverage in accordance with Article 10 - A1, A2, and A3. Employees hired after January 1, 2007, shall, upon retirement with twenty-five (25) years of service for the Township, be responsible for 50% of the premium for dependent coverage.

B. Dental Benefits

1. The Township will provide payment towards the cost of a dental plan for employees based on the following schedule:
 - a) The maximum premium contribution paid by the Township shall be \$600.00.
 - b) For employees hired after 1-1-2000 including single coverage employees, the premium shall be shared 80/20 with the Township's contribution capped at \$600.

C. Other Insurances

The Township shall continue to provide Group Life Insurance and Long-Term Disability Insurance based upon existing plan documents. The Long-Term Disability Plan is subject to the below conditions:

1. Disability benefits shall begin after 60 days of consecutive illness and ongoing certifications by a licensed medical doctor that the employee can not work.
2. The Township uses a third-party consultant to monitor the employee's recovery process. Employees shall cooperate with First Managed Care and provide access to all requested medical information in order to qualify for continuing benefits.
3. An employee has the responsibility to recover and return to work. If medical recovery is determined to be unachievable, the employee has a responsibility to immediately apply for SSI and, if eligible, a pension disability retirement. Proof of application for SSI and/or pension disability shall be provided to the Township in order to qualify for continuing benefits.
4. The employee, while on disability, can not work in any capacity and does not accrue service time towards pension or other benefits.
5. The Township provides 67% of the employee's salary and continuing health benefits coverage.

6. Disability coverage will be terminated for failure to comply with the program requirements, at the end of one hundred and twenty months (120), or at age 65.

D. Right to Select Carrier

The Township reserves the right to change insurance carriers as long as substantially similar benefits are provided.

ARTICLE 11.
GRIEVANCE PROCEDURE

A. PURPOSE

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 this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' moral. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Head of the Department and having the grievance adjusted without the intervention of the Union.

B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

C. STEPS OF THE GRIEVANCE PROCEDURE

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.

STEP ONE:

The moving party shall present the grievance in writing signed by the aggrieved to the Department Head within five (5) working days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Department Head shall make whatever additional investigation is necessary and shall, within three (3) working days after presentation of the grievance, give his decision.

STEP TWO:

If a grievance is not resolved at Step One, the moving party may, within three (3) working days of receipt of the answer in Step One, submit the written grievance to the Township Manager, who shall give his answer within three (3) working days of the presentation of the grievance in Step Two.

STEP THREE: Arbitration:

(a) In the event the grievance has not been resolved at Step Three, the Union may within five (5) working days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association.

(b) The arbitrator shall be bound by the provisions of this Agreement and 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.

(c) The costs of the services of the arbitrator shall be borne equally between the Township and the Union. Any other expense incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

(d) The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days at the conclusion of the arbitration hearing unless agreed to otherwise by the parties. The decision of the arbitrator shall be final and binding.

D. A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall move it to the next step.

ARTICLE 12.
NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement neither the Union nor 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, walkout or other job action against the Township. The union agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.
- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.
- D. 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 member.

ARTICLE 13.
DISCHARGE AND DISCIPLINE

- A. No permanent employee shall be discharged or suspended or otherwise disciplined without just cause.

- B. The employer shall notify the Union at the time disciplinary action is taken.

- C. Employees shall have the right to claim that suspension or discharge was unjustly imposed by submitting such claim to the Township Manager in writing within three (3) working days after the disciplinary action. This shall be the sole method of appeal of disciplinary action. Failure to so appeal shall be admission as to the propriety of the action taken.

ARTICLE 14.
SALARIES

A. Salary ranges and increments for the year 2010 shall be determined as follows:

	<u>Minimum Hourly</u>	<u>Maximum Hourly</u>
Building Maintenance	\$15.00	\$26.00
Laborer & Utility Worker	\$15.00	\$26.00
Park Maintenance	\$15.00	\$26.00
Driver	\$16.50	\$31.00
Park Maintenance II	\$16.50	\$31.00
Water & Sewer Technician	\$16.50	\$31.00
Equipment Operator	\$17.00	\$33.00
Senior Water & Sewer Technician	\$17.00	\$33.00
Sr. Park Maintenance	\$17.00	\$33.00
Mechanic	\$19.00	\$33.00

1) Effective January 1, 2010 employees shall receive a salary adjustment of \$0.38 per hour or \$800 per year.

B. Employees hired after July 1 shall be eligible for a wage increase on January 1 following their first anniversary of employment. Said employees will be eligible for merit bonus stipends.

C. Any employee specifically designated to be in charge of other employees on any project shall receive extra compensation at the rate of \$0.50 per hour for the period said employee directs and supervises said project.

D. Any employee assigned to work in a higher job classification shall be compensated for such higher classification in accordance with the following procedure:

1. An employee must work ten (10) days as needed by the Department of Public Works as training without extra pay. At the time when this training period is completed, which will depend upon needs for persons in such higher classifications, a letter of verification will be provided to the employee.

2. If any employee is assigned to a higher classification for any part of one (1) day (including a full day) and is then assigned to the higher classification for a second day, the employee shall be paid at the higher rate for the second day and each consecutive day thereafter. This rule shall not apply to an employee filling in during vacation time which would require work in the higher classification for one (1) full week before payment at the higher classification is provided. Such higher rate will begin on the sixth working day during a vacation relief assignment.

3. The time noted above shall not include incidental use of machines for loading of sand during snow removal or similar types of brief work assignments related to an employee's normal duties.

E. Merit Bonus System

See attached Appendix B. The evaluation rating is subject to the grievance procedure should an employee choose to exercise that right. The bonus earned from the evaluation is not to be added to base. It is a separate rate distributed as a bonus. Evaluation shall be completed in ink and a photocopy shall be supplied to the employee. If an employee's illness results in a period of long term disability as defined in Article 10 or workman's compensation as defined in Article 6, said time shall not impact the merit bonus except that the bonus shall be prorated based on actual time worked.

<u>Employee Rating</u>	<u>2010</u>
61-70	\$250
71-80	\$500
81-90	\$800
91 & above	\$1,100

Evaluations to be completed on November 1 of each contract year with bonus checks released in December of each year to qualifying employees.

ARTICLE 15.
TOOL ALLOWANCE

Beginning in December 2007, the Township will provide each mechanic with a \$500 tool allowance. To qualify for the allowance, the mechanic shall have been employed in the position for the entire preceding calendar year and shall present evidence (paid invoices for receipts) ✓ demonstrating expenditures equal to or exceeding \$500. In the event that the mechanic produces paid invoices of less than \$500 total, the Township shall provide an allowance based on a "dollar-for-dollar" basis.

**ARTICLE 16.
LONGEVITY**

ELIMINATED JANURY 1, 2003.

ARTICLE 17.
UNIFORMS

- A. Within (60) sixty days of the ratification of this agreement, the Township will enter into a contract with a uniform service. Said service shall provide, maintain, clean and replace all employee uniforms including trousers, shirts and sweatshirts.

- B. The Township shall provide on an as-needed basis, hooded winter jackets and rain gear. Ultimate responsibility for determination of need shall rest with the department Director.

- C. A shoe/boot allowance shall be provided in April of each year as follows:

2010	\$200
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ARTICLE 18.
LEAVE OF ABSENCE
AND
JURY DUTY OR MILITARY RESERVE

A. A permanent employee may be granted a leave of absence without pay for a period not to exceed six (6) months for illness or disability with certificate from a doctor. An employee's request for a personal leave not connected to illness or disability may be granted with the consent of the Township Manager.

B. JURY DUTY

Any permanent employee who is required to serve on jury duty will be entitled to his normal salary for the length of time he serves, under the condition that any compensation received from either will be reimbursed to the Township.

C. MILITARY RESERVE AND ACTIVE MILITARY DUTY

See Employee Manual.

ARTICLE 19.
BULLETIN BOARD AND SUGGESTION BOX

The Township shall provide a bulletin board and suggestion box for the purpose of posting Union notices of meetings, elections, appointments to Union positions, recreational and social events, and such other notices of official Union business and Township notices. All such notices shall be approved and initialed by the Department Head prior to posting.

ARTICLE 20.
CHECK-OFF OF DUES

A. Upon receipt by the Township of a voluntary written authorization and assignment by a member covered by this Agreement in the form agreed upon between the Township and the Union and consistent with applicable State law, and which shall call for deduction from the wages of such member of monies for payment to the Union of his membership dues (and initiation fee if a new member), which shall be uniform, the Township thereafter will deduct from the first pay each month of each of such member, during the full term of this Agreement and any extension or renewal thereof and during the existence of such assignment, his periodic Union dues (and initiation fee if a new member). The Township shall promptly remit monthly any and all amounts so deducted to the Secretary-Treasurer of the Union of its office address, 853 Mount Prospect Avenue, Newark, New Jersey 07104, provided the Union shall previously have notified the Township of the amount of dues and initiation fee to be deducted and shall have furnished the Township with the signed voluntary written assignment of each member whose dues and/or initiation fee are to be deducted.

B. The Union shall indemnify and save harmless the Township against any and all claims, demands, suits, or other forms of liability by reason of action taken by the Township in reliance upon signed authorization cards furnished to the Township by the Union and in compliance with the provisions of this Article.

C. The Township may suspend or terminate the deduction of dues provisions of this contract where prompt and corrective action is not taken after notice by the Township to the business agent of the Union in the event of a violation of the foregoing provisions of Article 12 above, relative to strikes or work stoppages.

ARTICLE 21.
UNION STEWARDS

The Union shall notify the Township of the employee it designates to act as the Union Steward for the purpose of investigation and representation of grievances in accordance with the provisions of this Agreement. Reasonable amounts of time shall be granted as approved by the Township Manager, during regularly scheduled working hours for such activities without loss of regular pay.

ARTICLE 22.

TRAVELING AND MEAL EXPENSE

A. Employees shall be entitled to twenty (20) cents per mile for traveling expenses when using their personal vehicles in the performance of Township duties.

B. Employees may receive up to \$12.00 per meal when required to work during emergency call-outs only.

a) Amounts provided for meals shall be subject to approval of the Director of Public Works as to the reasonableness of the cost for the type of meal purchased.

b) In the event that an employee is called in prior to 7 a.m. for unscheduled overtime one half hour of time and up to \$12.00 for a meal shall be provided.

c) Scheduled overtime such as Saturday work which is planned in advance will not qualify for meal expense. To qualify as scheduled overtime, the employee must be notified of the assignment prior to the end of the preceding workday.

ARTICLE 23.
USE OF EMPLOYEES EQUIPMENT

Employees shall be entitled to payment for use of personal equipment in the performance of Township duties provided specific prior agreement as to reasonable compensation has been reached with the Director of Public Works and the Manager.

ARTICLE 24.
SENIORITY AND JOB PERFORMANCE

- A. All job openings shall be posted for bid for a period of one (1) week.
- B. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in cases of transfer, promotions, assignment of schedules, layoffs, and recalls. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.
- C. An employee shall be deemed as probationary following his regular appointment to a permanent position for a trial period of three (3) months. An employee may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications.
- D. The seniority of an employee is defined as the length of service as a Township Employee dating back to his first date of hire and by his job classification.
- E. In the event of layoffs and rehiring, the last person laid off in any job classification, shall be rehired to any new position available, provided said employee is able to do the available work in a qualified and satisfactory manner.
- F. When promotions to a higher labor grade or transfers to another grade are in order, the Township shall make such promotions or transfers from among its regular employees if qualified employees are presently employed. Consideration for such promotions or transfers shall be based on seniority and ability to perform the work and if an employee so promoted or transferred is not deemed qualified after a sixty (60) day trial period, the Township may remove him and retransfer him to his former position.
- G. The Township shall prepare and forward to the Union a seniority list of employees by department and classification. Seniority list shall be updated when necessary and shall be posted on the Union Bulletin Board showing the employee's name, classifications, and seniority date.

ARTICLE 25.
MAINTAINING RECORDS

Records of sick leave, vacation time and overtime shall be maintained by the Department Head and Township Manager and the Union Steward. The Steward shall be notified when an employee is out on sick leave and vacation, and the duration of same. Both sick time and vacation time shall be posted on the bulletin board each quarter by the Department Head.

ARTICLE 26.
NOTIFICATION OF CALL OUT

It is mutually understood that response to emergency call outs for snow removal work is considered in establishing an employee's annual merit increase. Employees may trade standby positions for call outs or arrange to have their standby positions covered by another employee if clear prior notification is provided to the Director of Public Works.

If an employee who is substituting for another employee's standby is not available when called, the substituting employee shall be charged with a missed call out. If an employee arranges to have his standby position covered and the magnitude of the storm or other circumstance requires that the substitute employee would have been called as well, then, if the original employee on the standby list is not available, he will also be charged with a missed call out.

The Township shall have a reasonable expectation that employees shall arrive at the Public Works Center within one hour of an emergency callout for snow and ice operations except in those conditions when snow/ice significantly impedes safe travel. Employees shall be granted one unexcused late arrival without penalty. Thereafter, each unexcused late arrival shall result in a progressive point penalty on the Employee Performance Evaluation. The Department Head shall be responsible for granting an excuse.

Example:

1 st Late	No penalty
2 nd Late	1 point penalty
3 rd Late	2 point penalty

Employees shall receive a performance note for late arrivals.

ARTICLE 27.
WORKING CONDITIONS AND SAFETY

- A. The Township acknowledges its responsibility to provide a safe and healthy work environment for Township employees. The Township agrees to maintain safety standards as required by Federal, State, and Local laws. The Township agrees to investigate and give consideration to departmental recommendations to improve the working environment of represented employees and the public in general.
- B. Safety is a mutual concern to the Township and the Union on behalf of the employees. The Union will cooperate with the Township to observe applicable safety rules and regulations.
- C. The Shop Steward shall be a member of the Township Safety Committee and shall be excused from work to attend meetings of same.

ARTICLE 28.
SEPARABILITY AND SAVINGS

A. The Township and the Union recognize the applicability of the budgetary limitations enacted by the State of New Jersey with reference to Municipal budget "caps" and agree to abide fully by such provisions and other applicable present or future legislation. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1989 or beyond cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

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

ARTICLE 29.
FULLY BARGAINED PROVISIONS

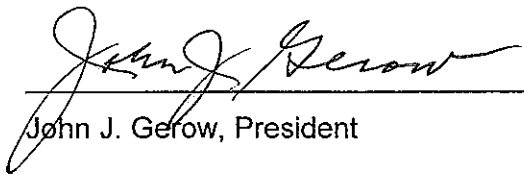
The Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, 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.

**ARTICLE 30.
TERM OF AGREEMENT**

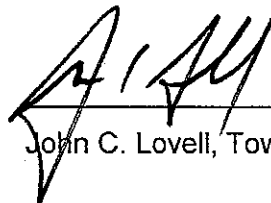
This Agreement shall take effect from January 1, 2010, and shall remain in full force and effect through December 31, 2010, and thereafter from year to year unless either party shall give notice in writing no sooner than one-hundred fifty (150) nor later than one-hundred twenty (120) days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Section.

TEAMSTER'S LOCAL 97
OF NEW JERSEY INTERNATIONAL
BROTHERHOOD OF TEAMSTER,
CHAUFFEURS, WAREHOUSEMEN
AND WORKERS OF AMERICA

TOWNSHIP OF RANDOLPH




John J. Gerow, President



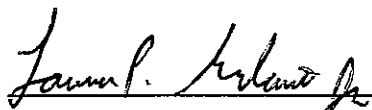
John C. Lovell, Township Manager



Jill Pitman, Business Agent / Local 97



Michael Marks, Shop Steward



Lawrence Galante, Asst. Shop Steward

Witness:

C. M. Novak

Chuck Novak, Shop Steward (Parks)

Witness:

Donna Marie Luciani
Donna Marie Luciani, Township Clerk

5-12-10