

**AGREEMENT**

**between**

**THE TOWNSHIP OF ROXBURY**

**and**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL 97**

**(SUPERVISORS & FOREMEN)**

**EFFECTIVE JANUARY 1, 2009**

**THROUGH DECEMBER 31, 2012**

**\* \* \* \***

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>NAME</u></b>	<b><u>PAGE</u></b>
ARTICLE 1	RECOGNITION	1
ARTICLE 2	UNION SECURITY	1
ARTICLE 3	MANAGEMENT RIGHTS	2
ARTICLE 4	GREIVANCE PROCEDURE	3
ARTICLE 5	SENIORITY AND EMPLOYMENT	5
ARTICLE 6	HOURS OF WORK, OVERTIME & COMPENSATORY ALLOWANCE	6
ARTICLE 7	HOLIDAYS	7
ARTICLE 8	VACATIONS	8
ARTICLE 9	LEAVES OF ABSENCE	9
ARTICLE 10	VETERANS RIGHTS AND BENEFITS	11
ARTICLE 11	WELFARE AND PENSION BENEFITS	11
ARTICLE 12	DISCHARGE	13
ARTICLE 13	GENERAL	13
ARTICLE 14	WAGES	15
ARTICLE 15	SEPARATION AND SEVERANCE PAY	15
ARTICLE 16	EDUCATIONAL BENEFITS	16
ARTICLE 17	LONGEVITY PAY	17
ARTICLE 18	DURATION OF AGREEMENT	18
SCHEDULE A	SALARY AGREEMENT	19

This Agreement made and entered this 1<sup>st</sup> day of January 2009, by and between the TOWNSHIP OF ROXBURY, hereinafter referred to as the "EMPLOYER", and IBT Local 97, a labor organization located at 485 Chestnut Street, Union, NJ hereinafter referred to as the "UNION".

NOW, THEREFORE, it is mutually agreed between the parties hereto, as follows:

## **ARTICLE 1. RECOGNITION**

The EMPLOYER hereby recognizes the UNION as the exclusive bargaining agent to Supervisors and Foremen in the following Public Works Division Sanitation, Garage, Road, Water, Parks, Public Buildings, Recycling and Sewer. Excluded are all blue collar, office and clerical, managerial, police and confidential employees of the Township of Roxbury.

## **ARTICLE 2. UNION SECURITY**

Section 1. It is agreed that at the time of hiring, the EMPLOYER will inform newly hired employees who fall within the bargaining unit they may join the Union thirty one (31) calendar days thereafter.

Section 2. The UNION may appoint, in its sole and absolute discretion, a member to act as Chief Shop Steward to serve at the will of the UNION and may be replaced, if the UNION deems necessary, by another individual appointed by the UNION.

### **Section 3. Check-Off of Union Dues**

- a. The EMPLOYER hereby agrees to deduct from the wages of employees by means of check-off the dues uniformly required by the labor organization pursuant to the provisions of NJSA 52:14-15.9e. The EMPLOYER, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deduction shall be made from the first (1<sup>st</sup>) salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to the dues owed for the following month.
- b. In making the deductions and transmittals as above specified, the EMPLOYER shall rely on the most recent communication from the UNION as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the UNION within fifteen (15) calendar days after such deduction is made.
- c. Effective on the date of signing of this Agreement any employee in the bargaining unit who has not become a member of the UNION will either become a member in good standing or pay a

Representation Fee equal to eighty-five percent (85%) of the UNION dues.

- d. International Brotherhood of Teamsters, Local 97 shall establish and maintain at all times a demand and return system as provided by NJSA 34:13A-5.5c and 5.6, and membership in Local 97 shall be available to all employees in the unit on an equal basis at all times. In the event that Local 97 fails to maintain such a system or if membership is not so available, the EMPLOYER shall immediately cease making said deductions.

### **ARTICLE 3. MANAGEMENT RIGHTS**

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

1. The executive management and administrative control of the Township Government and its properties, 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 EMPLOYER.
2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, 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 the work required.
3. The right of the EMPLOYER to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operations of the Department after five (5) days advance notice thereof to the employees and to require compliance by the employees is recognized.
4. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment of assignment, and to promote and transfer employees.
5. The EMPLOYER may establish the initial salary for new classifications and in the event the parties to this Agreement agree that such classifications are to be covered under this Agreement, the UNION may then negotiate for employees in such classifications in accordance with the provisions of this Agreement. In the event the parties do not agree that such new classifications are to be covered by this Agreement, the Public Employees Relations Commission will determine the matter.
6. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.

7. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.
8. The EMPLOYER retains the right to subcontract any or all of the work performed by the employees covered by this Agreement.
9. In the exercise of the foregoing powers, right, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
10. Nothing contained herein shall be construed to deny and restrict the Township its powers, right, authority, duties and responsibilities under R.S. 40A, or any other national, State, County or local laws or regulation.
11. Nothing written in the Management Rights language supersedes rights and/or condition provided for in other sections of this Agreement or subsequent contract.

#### **ARTICLE 4. GRIEVANCE PROCEDURE**

**Section 1.** A grievance shall be a claim by an employee that said employee has been harmed by the interpretation or application of the specific terms and conditions of this Agreement.

**Section 2.** A grievance to be considered under this procedure must be initiated in writing within five (5) work days from the time when the cause for the grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance.

**Section 3.** Procedure

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of the further appeal of the decision.
- b. Step 1. The grievance, when it first arises, shall be written up on the Union grievance form and presented by the employee and Shop Steward to the Public Works Director. The Director shall within five (5) working days thereafter give a written decision on the grievance.
- c. Step 2. If the decision given by the Public Works Director does not satisfactorily settle the grievance, the Union thereafter shall notify the Township Manager within three (3) working days thereafter of its desire to meet with the Township Manager, who shall meet with a representative of the Union within five (5) working days after receipt of such notice. The aggrieved and the Public Works Director may be present at the meeting. A written

decision on the grievance shall be transmitted to the Union within five (5) working days thereafter.

In the event the grievance is not satisfactorily settled by the meeting between the Township Manager and the Representative of the Union, then both parties agree that within ten (10) calendar days either party may request the Public Employment Relations Commission to aid them in the selection of an arbitrator, according to the rules and regulations of the State, who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

Section 4. The arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this Agreement. He/she shall not have the power to consider the termination of services of or failure to re-employ any probationary employee; any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in provisions of Title 40, NJ Statutes. In rendering decisions, an arbitrator shall give due regard to the responsibilities except as they may be specifically conditioned by this Agreement. The Arbitrator shall have no authority to establish pay rates.

In the event that a case is appealed to an arbitrator, which he/she determines is not arbitral, it shall be referred back to the parties as not arbitral, and without decision or recommendation on its merits. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 5. The Employer and the Union shall share the cost of arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, equally.

Section 6. It is understood that employees shall, during and notwithstanding the pending status of any grievance, continue to observe all assignments and applicable rules and regulations of the Township until such grievance and any effect thereof shall have been fully determined.

Section 7. The Chief Shop Steward shall be permitted to attend grievance hearings without loss of pay and with the permission of the Township Manager shall be permitted to handle grievance problems without loss of pay.

## ARTICLE 5. SENIORITY AND EMPLOYMENT

Section 1. The Employer shall establish and maintain a seniority list of employees' names and dates of employment from the date of last hire on a department basis. An employee's seniority will terminate if he/she resigns or is terminated for just cause or if he/she is laid off for more than twelve (12) consecutive months.

Section 2. New Employees retained beyond the probationary period shall be considered regular employees and their length of service with the EMPLOYER and their seniority shall begin with the original date of their employment. Part time employees' years of service shall be pro-rated based upon scheduled work hours.

### Section 3. Probationary Period

The Probationary Period is stipulated time during which an employee learns the duties and responsibilities encompassed in a position and the EMPLOYER determines if the employee has the skills, experience, qualifications, and the temperament to fulfill the specific duties and responsibilities.

The first one hundred eighty (180) days of employment for all new and promoted employees shall be considered as a probationary period. The Township reserves the right to extend the probationary period an additional one hundred eighty (180) days. During the probationary period it will be the responsibility of the appropriate Public Works Director and/or Township Manager and/or Supervisor to orient the employee in the duties and responsibilities of the job and to carefully monitor the performance of the employee to assure their capability to perform the duties and responsibilities of the position after the probationary period has been completed.

Written evaluations will be conducted at the end of sixty (60) days and one hundred twenty (120) days by the Director of Public Works and submitted to the Manager.

If the probationary employee shall have been deemed to have successfully completed the probationary period, he/she shall be granted status as a permanent employee with all the benefits, rights and privileges pertinent to employment in the Township starting with the date of his/her initial employment.

Recently hired employees in their probationary period may be dismissed by the Manager and promoted employees in their probationary period shall be returned to their prior status by the Manager at any time during or at the conclusion of the probationary period if, in the judgment of the Manager, such an action would be in the best interest of the Township. Dismissal or return to prior position within the first ninety (90) days of probationary period shall not be subject to the grievance procedure or arbitral. Dismissal or return to prior position within the second ninety (90) days of the probationary period shall be subject to the grievance procedure.

During the first three (3) months of the probationary period a new employee will not be entitled to discretionary benefits including vacation, sick leave or holiday-of-choice; however, these days will be credited to the employee upon successful completion of the probationary period. Exceptions may be granted by the Manager, based upon the performance of the employee.

Section 4. Job Vacancies, New Jobs Created

- a. If new jobs are created or if permanent vacancies occur which the Employer intends to fill, the Employer shall determine the qualifications required for the position and shall post a notice of such a job or vacancy on the bulletin board for a period of five (5) working days. Such notice shall contain a description of the job, the pay rate and when the job will be available. The Employer may also seek candidates for the vacancy from non-union personnel. All candidates for the new job and/or vacancy must notify the Public Works Director in writing of their interest.
- b. The most qualified candidate as determined by the Township Manager will be selected to fill the new job or vacant position. Due consideration will be given to the promotion and/or transfer of existing qualified employees in accordance with their seniority status.
- c. Any promoted employee so selected to fill such job shall be granted a probationary period as outlined in Section 3. The employee shall receive rate for the new job as of the day that person begins the probationary period. If it shall be determined by the Employer at or prior to the completion of the probationary period that the promoted employee is not qualified to discharge the duties of the position to which said employee was promoted, the employee shall resume the former position held and shall return to the pay rate of the former position.

Section 5. Force Reduction

In the reduction or restoration of the working force the rules to be followed shall be the length of service within this bargaining unit (supervisor) and the capability of the affected employee to perform the assigned tasks of the less senior employee who he/she would be replacing. Bumping shall be either lateral or to a lower position based on job title. The order is Supervisor, Foreman. The employee bumping into another position shall be paid at the rate for the position to which he moves.

**ARTICLE 6. HOURS OF WORK, OVERTIME & COMPENSATORY ALLOWANCE**

Section 1. The normal workweek shall consist of five (5) days of eight (8) hours each, exclusive of a 30 minute unpaid meal period. The work period shall include 30 minutes of paid breaks to be coordinated and approved by the DPW Director and/or his designee.



Section 2. When an employee on an eight (8) hour day schedule is required to work in excess of ten (10) hours, said employee shall be granted a second one-half ( ½) hour lunch period at no loss of pay for such lunch period at the conclusion of the required hours and shall be granted an additional one-half (½) hour lunch period after the next four (4) hours of work have elapsed.

Meal reimbursement will be as follows:

\$6.00- Breakfast      \$7.00- Lunch      \$10.00-Dinner

Section 3. The Township agrees to pay overtime according to the provisions of the Fair Labor Standards Act (FLSA) to the eligible employees at the rate of time and one-half (1½) for all hours worked over forty (40) in a workweek. The period of unpaid lunch shall not count towards overtime hours.

Section 4. Employees called back after the conclusion of a normal work shift shall be entitled to a minimum of three (3) hours of pay at the overtime rate.

Section 5. If extra work hours are required, all supervisory employees within the division shall rotate the extra hours on an equal time basis.

Section 6. Compensatory time shall be paid according to the FLSA.

### **ARTICLE 7. HOLIDAYS**

Section 1. The employer guarantees to all employees within the bargaining unit the following holidays with full pay for the normal shift at the employee's regular straight time rate of pay, though no work is performed on such days.

New Year's Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve- ½ day
Independence Day	Christmas Day
Labor Day	Four Holidays of Choice (prior approval subject to manpower needs)

Section 2. If a holiday falls on a normally scheduled day off, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday.

Section 3. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or additional day of vacation.

**ARTICLE 8. VACATIONS**

Section 1. The Employer agrees to grant all employees within the bargaining unit vacations with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Days per Year</u>	<u>Years of Service</u>	<u>Days per Year</u>
5	10	12	20
6	11	13	20
7	15	14	21
8	16	15	22
9	17	16	23
10	18	17	24
11	19	18	25

- A. New employees shall receive 10/12 of a vacation day per full month worked.
- B. Any employee who becomes a member of the unit after January 1, 2011 shall have their vacation capped at four (4) weeks.

Section 2. Any new employee may not accrue nor take vacation leave until they have worked for the Township for at least six (6) months.

Section 3. Vacation days for all employees who have been with the Township for at least twelve (12) consecutive months shall be made available to the employee on January 1<sup>st</sup> of the next calendar year. Employees shall notify their supervisor of their requested vacation schedule by March 15<sup>th</sup>, although vacations may be taken at any time during the year. If an employee should terminate employment during the year, the amount of actual vacation to which he/she is entitled shall be based upon the ratio of the number of weeks actually worked the entire year. The employee shall then be compensated for this accrued but unused vacation. In the event the employee has taken vacation days in excess of his/her accrual at the time of termination, the cost of the excess vacation days shall be deducted from his/her last check.

Section 4. The Township reserves the right to schedule vacations in accordance with the manpower needs and job assignments of the Township. The Township shall assign the first two (2) weeks of vacation on the basis of the Department seniority of the employees. Selection of vacation periods in excess of two (2) weeks shall be made after all other vacations have been scheduled. Eligible employees may take all of their vacation in consecutive weeks if permitted by the work schedule as determined by their Supervisor.

Section 5. Vacations shall be taken between January 1<sup>st</sup> and December 31<sup>st</sup> inclusive. An employee shall be allowed to carry up to five (5) days of unused vacation from one year to the next. The employee must advise the Public Works Director and/or

Director of Utilities of his/her intention of doing this by December 1<sup>st</sup> and must indicate when he/she wishes to use the vacation in the subsequent year.

Section 6. The vacation schedule in Section 1 is based upon an eight (8) hour day, forty (40) hour week. Any employee assigned to an alternative work schedule shall receive an equivalent number of hours of vacation leave.

Section 7. Purchase of Vacation Leave

An employee may return to the Township up to forty (40) hours of accrued unused vacation for payment at his/her established hourly rate. If an employee opts for this selling of vacation leave, he/she must notify the Township by September 30<sup>th</sup> that he/she wishes to execute this option by December 30<sup>th</sup>.

**ARTICLE 9. LEAVES OF ABSENCE**

Section 1. Leave of Absence Without Pay

- A. Upon making timely application, employees may apply to the Employer for a leave of absence without pay for a period not exceeding ninety (90) days with a ninety (90) day extension, without the loss of seniority rights. Requests for leave of absence and/or extensions shall be in writing. Such a leave may be granted to employees who are temporarily handicapped or incapacitated to such an extent that they are unable to perform their duties.
- B. Leaves may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.
- C. A leave of absence will not be granted to employees as a matter of convenience, or temporary advantage to such employees by reason of place or hours of work or increased compensation. Employees seeking leave of absence without pay shall submit a request in writing, stating the reason, when the leave is desired and the expected return to duty date.

Any employee leaving a position prior to receiving such written authorization by the Township Manager shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered resignation from the employment of the Employer.

Section 2. Paid Sick Leave

- A. Twelve (12) days paid sick leave each year earned at the rate of one (1) day per month worked shall be granted to all employees and the same shall be cumulative from year to year. Any employee who becomes a member of the unit after January 1, 2011, will earn a maximum of nine (9) sick days per year.

- B. The Township shall have the right to request a doctor's note for any suspected abuse of sick time after the use of three (3) consecutive days or six (6) cumulative days in a year.
- C. For employees injured on the job and eligible for Workmen's Compensation benefits, the Township will supplement the amount of insurance coverage to provide that each employee shall receive full pay based upon his/her regular rate of pay for the first six (6) month period of the injury. An additional six (6) months may be granted with the approval of the Township Manager. Employees will not be charged with sick leave while receiving Workmen's Compensation benefit.
- D. Definition "Sick Leave" shall mean paid leave that may be granted to each full time and regular part-time employee who because of sickness or injury becomes incapacitated to a degree that makes it impossible for him/her to perform the duties of his/her position, or who is quarantined by a physician because he/she has been exposed to a contagious disease. Sick leave shall not be allowed for ordinary dental, medical or optical care as such professional services are readily available outside of normal working hours.
- E. Effective January 1, 2009, Township employees who utilize 3 or less sick days per calendar year will be eligible for a one time yearly bonus of .5% of their salary and if employees utilize 0 sick days per calendar year they will be eligible for a one time bonus of 1% of their salary. This sick leave incentive bonus will not be added to base salary and will be issued as a separate check in the first full payroll period in the following calendar year.

### Section 3. Bereavement Leave Pay

Employees shall be granted up to three (3) working days off with pay at the employee's straight time rate to attend to the necessary arrangements and funeral for an employee's spouse, child, parent, sibling, grandparents, mother/father-in-law, brother/sister-in-law or other members of the employee's household. One (1) day off with straight pay shall be granted to an employee to attend the funeral or arrangements for an aunt, uncle, or cousin of an employee or employee's spouse. The Township Manager shall have the discretion to increase an employee's bereavement leave up to five (5) days after an employee requests same.

### Section 4. Jury Duty

An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed by the Court and a day's pay at straight time pay for scheduled working time lost. However, the employee shall be required to give prior notice and proof to the Employer of said employee call for Jury Duty.

### Section 5. All other leave shall be provided in accordance with FMLA.

## **ARTICLE 10. VETERANS RIGHTS AND BENEFITS**

Section 1. The seniority rights of all employees who enter military service pursuant to NJSA 40:46-11, now in force, or to be enacted, shall be maintained during such initial period of military service. Each such employee shall have the right to reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

Section 2. Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training Service Act, as amended.

Section 3. The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment of said employee's seniority rights and shall pay the difference between such service pay and eight (8) or ten (10) hours, as the case may be, straight time pay for scheduled working time lost.

Section 4. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for Military Service.

## **ARTICLE 11. WELFARE AND PENSION BENEFITS**

Section 1. The Township agrees to provide employees and their dependents, AETNA (QPOS), which will be the standard plan for all employees. All employees shall be required to pay at least 1.5% of salary toward the cost of health benefits provided under any Township plan, unless the employee opts out of coverage as permitted by law. In the event an employee selects a health plan option other than AETNA QPOS on or after January 1, 2005, the employee will pay the greater of (a) 1.5% of salary or (b) the difference between the cost of the option chosen and the cost of the AETNA (QPOS) plan.

Employees hired into the unit after May 3, 2005 shall pay the greater of (a) 1.5% of salary or (b) 1% of salary plus the difference between the cost of the option chosen and the cost of the Aetna QPOS plan. The 1% contribution shall not apply to any employee who was a Township employee prior to May 3, 2005 and was not paying any health benefit contribution at the time of movement into the unit.

The employee health insurance contributions set forth in this provision shall be made by deductions in pay spread equally among pay periods.

Section 2. The Township will provide a prescription drug plan offering \$5.00 co-pay for generic drugs; and \$20.00 for non-generic drugs. Should a prescription drug be a

sole source with no generic equivalent as prescribed by the physician, or if the physician indicates on the prescription, "Dispense as written" or "no substitution" or "Brand name medically necessary", members shall pay the generic co-payment for that prescription.

In addition, in network office visits shall be \$20.00; in patient hospital co-pays shall be \$100 per admittance; employees shall not be allowed to submit prescription co-pays for reimbursement under major medical coverage; the AETNA (QPOS) plan, out of network deductible shall be \$200 (individual) and \$400 (family); and emergency room co-pays shall be \$50.00.

### Section 3. Dental

### Section 4. Vision Care

Sections 2 through 4 above are for full family coverage. The Township reserves the right to change carriers so long as equivalent benefits are provided.

The Township further agrees that all current retirees shall have whichever health plan they are currently receiving grandfathered at no cost to the retiree.

### Section 5. Temporary Disability Insurance

The Employer shall provide Disability Insurance as provided by the State of New Jersey, Department of Labor and Industry, Division of Unemployment and Disability Insurance or an alternate plan providing equal benefits.

### Section 6. Uniforms

- a. The Township shall provide the following to employees by March of each year of the agreement: five (5) T-shirts and one (1) winter jacket (i.e. "carhart style"). The township shall provide all employees with a four hundred fifty dollar (\$450) check for uniforms and work shoes. Uniform allowance shall be in a separate check. By December 15 of each year of the agreement, the Township shall reimburse each employee for uniform maintenance at the rate of \$6.00 per week for a total of \$312.00. Inclement weather/foul condition gear shall be provided to those employees required to work outdoors in foul weather (insulated coveralls, raingear, etc.)
- b. Employees shall be required to turn in all uniforms prior to receiving their final pay upon termination of employment.
- c. In the event an employee damages their work shoes on the job and renders them unusable (i.e. a tear which deems them not waterproof) the Township will provide the employee with an additional amount up to \$150.00 to replace said work shoes provided a receipt is submitted.
- d. Uniforms are to be worn on the job and employees who report to work without proper uniforms and in good repair may be sent home by their Supervisor to

- obtain their uniform and may have their pay docked for the lost time. Uniforms are not to be worn off the job except in travel to and from work.
- e. Uniforms that are damaged by the employee when off the job shall be repaired and replaced by the employee.
  - f. The union members agree that uniforms purchased by them will stay current with existing colors and styles worn presently by each department.

#### Section 7. Health Care Waiver

Effective January 1, 2009, all employees who waive their right to health insurance shall be entitled to receive up to 30% of the health care insurance premium for an individual employee up to a maximum of \$5,000 or in accordance with law.

### **ARTICLE 12. DISCHARGE**

An employee shall not be discharged except for just and sufficient cause, except that newly engaged employees on probation shall be subject to dismissal without cause without appeal to the UNION or EMPLOYER or through the grievance procedure. The UNION shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge and such notification shall set forth the reason for said discharge.

An employee who fails to report for work without prior notice or reasonable excuse provided within a 24 hour period from the date of occurrence has demonstrated just cause for dismissal.

### **ARTICLE 13. GENERAL**

Section 1. It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality or sex and further, that no employee shall be discriminated against or interfered with because of legal UNION activities.

Section 2. No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 3. The Employer shall provide reasonable bulletin board space for the posting of official UNION notices.

Section 4. If any provision of this Agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of this provision not voided shall continue to be in full force and effect.

Section 5. This Agreement incorporates the entire understanding of the parties on all matters that were or could have been subject to negotiations. During the term of this Agreement, neither party shall 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 executed this Agreement.

Section 6. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by representatives of IBT Local 97.

Section 7. The Shop Steward shall be a member of the Township Safety Committee.

Section 8. In event the Township of Roxbury decides to subcontract any or all of the work normally performed by the Bargaining Unit members and this subcontracting will result in the layoff of an existing member, the Township will meet and confer with the Union and will make all reasonable efforts to provide alternate employment for affected members. The Township shall make every effort to have the private contractor employ those employees in the affected area.

Section 9. Wherever in this Agreement the term "Department" is used, it refers to the entire Public Works Department of the Township of Roxbury. Wherever in this Agreement the term "Division" is used it refers to one of the following components parts of the Public Works Department: Roads Division, Water Division, Sewer Division, Recycling, Buildings and Grounds Division, Equipment and Repair Division, Parks Division.

Section 10. Any Supervisor or Foreman shall have the rights to take immediate disciplinary action against a subordinate employee if a serious breach of contract should occur. Such disciplinary action must be reported to the Public Works Director and/or Director of Utilities (or in their absence, the Township Manager) within four (4) hours of normal business day.

Section 11. Supervisors or Foremen shall be effectively involved in the hiring, promotion, discipline, and assignments of all subservient personnel within their divisions under the direction and guidance of the Public Works Director and Township Manager.

Section 12. All employees shall be evaluated on an annual basis. The evaluation and merit program will be developed with the Unit and Manager. Employees shall have the right to appeal a supervisor's evaluation.

Section 13. All employees shall receive up to 9 hours of continuing education as provided by the Township and during normal working hours, as a condition of employment.



**ARTICLE 14. WAGES**

Section 1. All employees covered by this Contract shall be paid wages as provided in Schedule A attached hereto. All new employees shall be paid a salary within the specified pay ranges. All wage increases shall be retroactive.

<b>January 1, 2009</b>	\$1050
<b>January 1, 2010</b>	\$1050
<b>January 1, 2011</b>	0%
<b>January 1, 2012</b>	1.5% or CPI for NY/NJ region on 1/1/2012; whichever is less

**ARTICLE 15. SEPARATION AND SEVERANCE PAY**

Section 1. Separation from the service of the EMPLOYER may result from voluntary resignation of the employee, or by the termination of said employee's services by the Township Manager.

Section 2. For the purpose of reimbursement upon retirement or after ten (10) years of service, accumulated sick leave shall be capped at one hundred twenty (120) days and paid at a rate of thirty dollars (\$30) per day. Individuals with over 120 accumulated days shall receive twenty dollars (\$20) for each day accrued upon death or retirement, if the retirement is in accordance with the pension provisions of the Public Employees Retirement System. Vesting shall not be considered a retirement. Six (6) months prior notice to the EMPLOYER shall be required in order to be eligible for the benefits of this Section except in the case of disability retirement or death.

Section 3. Employees who resign will tender their resignation in writing at least two (2) weeks prior to the effective date of resignation, in order to provide sufficient time for appointing and training the successor.

Section 4. Timely Notice of Resignation

All employees will, when leaving the service of the EMPLOYER, complete and sign the "Termination Receipt" when receiving their final compensation. This receipt will be filed in the employee's personnel history file, as evidence of the satisfaction of all claims against the EMPLOYER.

Section 5. Upon receipt of written notice of retirement and in recognition of the years of service, the employee shall be entitled to receive an additional one thousand dollars (\$1,000) considered as part of their base pay, which shall be paid on a bi-weekly basis for the final year of employment.

## **ARTICLE 16. EDUCATIONAL BENEFITS**

**Section 1.** The Township agrees to pay one hundred percent (100%) of the cost of all tuition and books for the employee enrolled at a recognized institution of higher education offering a program or course which is job related and of benefit to the Township. To receive this reimbursement the employee must receive prior approval from the Township Manager and must provide evidence of successful completion of the course to the Township.

For other college credit course work, employees who receive a grade of 90% or higher shall receive 100% reimbursement; an employee who receives a grade of 80% to 89% shall receive 75% reimbursement. There shall be no reimbursement for 70% grade or below. This does not affect employees with prior agreements in place.

Any payment received from any tuition grant directly to the employee or from any other source shall be credited against the tuition reimbursement and the amount paid by the Township will be decreased accordingly. To qualify for the reimbursement provided herein, a voucher must be submitted in the form and manner prescribed for payment of all vouchers to which there must be attached the following:

- a. A certificate from the institution giving the title of the approved course indicating successful compliance and completion of the approved course; and/or
- b. A receipt voucher for tuition costs indicating it as payment for the specifically approved course at the institution in question, with a certification by the employee indicating that no reimbursement of the tuition costs has been received, or indicating the extent of any reimbursement and the amount due after reimbursement and/or,
- c. A receipt voucher for the cost of books purchased and required in connection with the approved course and an affidavit that the books were required by the institution.

**Section 2.** The Township agrees to add to the employee's salary for completion of courses or acquisition of licenses as follows, and if appropriate for the division to which assigned:

- a. For the successful completion of the introductory course in water treatment, sewer treatment, welding, automotive mechanics or similar approved course work, two hundred dollars (\$200) per annum, pro-rated from the first of the month in which the employee receives certification of successful completion.
- b. For the successful completion of the advance course in water treatment, sewer treatment, welding, automotive mechanics or similar approved course work, an additional two hundred dollars (\$200) per annum, pro-rated from the first of the month in which the employee receives certification of successful completion for a total of four hundred dollars per annum. (\$400)
- c. For acquiring W-1 and T-1 Water license, or S-2 and C-2 Sewer License, an additional two hundred dollars (\$200) for a total of six hundred dollars (\$600) per

- annum, pro-rated from the first of the month in which the employee receives license.
- d. For acquiring W-2 and T-2 Water license, or S-3 and C-3 Sewer License, an additional two hundred fifty dollars (\$250) for a total of eight hundred fifty dollars (\$850) per annum, pro-rated from the first of the month in which the employee receives license.
  - e. For acquiring a Public Works Manager certification (CPWM) an additional eight hundred fifty dollars (\$850) per annum for supervisors and four hundred dollars (\$400) per annum for all foremen in the Road Department, pro-rated from the first of the month in which the employee receives certification.
  - f. Stipends for additional education/certification shall be negotiated on an individual basis between the Township and the Union.

**ARTICLE 17. LONGEVITY PAY**

Section 1. In addition to the salary provided an in recognition of the years of service, the Township will pay to all existing employees the following longevity pay plan as established herein:

<b>Years of Service</b>	<b>Annual Increment</b>
0-4 years	\$0
5-9 years	\$600
10-15 years	\$900
16 years and up	\$1,200

For all employees hired after January 1, 2001, longevity will not be offered as a benefit.

Section 2. An employee becomes eligible for a longevity payment on his anniversary date. The payment shall be pro-rated for the balance of the year.

Section 3. The longevity pay shall be added to the base pay of the employee and shall be paid as part of the regular payroll of the Township.


**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

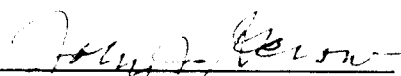
**ARTICLE 18. DURATION OF AGREEMENT**

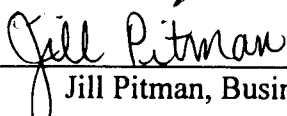
The salary provisions of this Agreement shall become effective January 1, 2009 and all other provisions shall be effective on the signing date, except as otherwise provided herein, and shall continue in full force and effect until December 31, 2012 unless otherwise noted.


**TOWNSHIP OF ROXBURY**

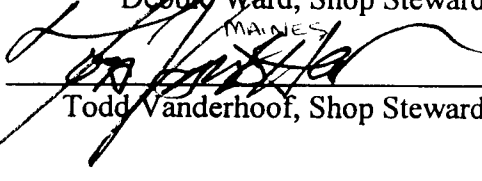
**IBT, LOCAL 97**

By:   
Chris Rath, Township Manager

By:   
John J. Gerow, President

  
Jill Pitman, Business Agent

  
Debbie Ward, Shop Steward

  
Todd Vanderhoof, Shop Steward

**SCHEDULE A**

**SALARY AGREEMENT**

<b>Title</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Water Supervisor - INACTIVE	\$93,377	\$94,427	\$94,427	1.5%  or  NY/NJ CPI January 1, 2012  whichever is less
Sewer Supervisor	\$87,125	\$88,175	\$88,175	
Sanitation Supervisor	\$73,552	\$74,602	\$74,602	
Buildings & Grounds Supervisor	\$70,877	\$71,927	\$71,927	
Equipment & Repair Supervisor- INACTIVE	\$70,877	\$71,927	\$71,927	
Road Supervisor	\$73,459	\$74,509	\$74,509	
Assistant Supervisor Road Department	\$69,827	\$70,877	\$70,877	
Sewer Foreman	\$67,925	\$68,975	\$68,975	
Assistant Supervisor- General Services	\$65,027	\$66,077	\$66,077	
Road Foreman	\$62,045	\$63,095	\$63,095	
Parks Foreman	\$62,045	\$63,095	\$63,095	
Equipment & Repair Foreman	\$67,000	\$68,050	\$68,050	