

**MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF  
CINNAMINSON AND TEAMSTERS LOCAL UNION NO. 676 REGARDING  
FOREMAN TITLE**

**WHEREAS**, the Township of Cinnaminson, Burlington County, New Jersey (“Township”) and Teamsters Local Union No. 676 (“Local 676”) are parties to a series of Collective Bargaining Agreements (“CBA”) governing the terms and conditions of employment for blue collar employees in the Public Works Department employed by the Township; and

**WHEREAS**, the Township and Local 676 are involved in good faith negotiations for a successor labor agreement that expires December 31, 2011; and

**WHEREAS**, in response to the Township’s establishment of a new “Foreman” position, Local 676 has submitted certain proposals regarding the terms and conditions of employment for the Foreman position; and

**WHEREAS**, the Township and Local 676 mutually desire to implement the terms and conditions of employment for the Foreman position pending negotiations for a successor agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, it is on this 13<sup>th</sup> day of September, 2011 hereby agreed as follows:

1. Effective September 13, 2011, the Township shall establish a Foreman position which shall be covered by and included in the recognition clause of the CBA between the Township and Local 676. The position shall be posted in accordance with current procedures. The criteria, job description, duties and qualifications for the Foreman position, as well as the selection and/or removal of the employee to the position,

shall be in the sole discretion of the Township. Further, the Township reserves the right to eliminate the Foreman position at any time.

2. The Foreman title shall be non-supervisory. While the Foreman will be expected to generally lead, direct, assign, be in charge of and/or provide guidance to fellow employees or group of employees regarding a particular operation or task, under no circumstances shall the Foreman have the authority to hire, fire, evaluate or discipline other Local 676 members.

3. The Foreman shall be paid an additional \$2.00 per hour for all time spent performing said duties.

4. Any and all disputes arising from this Memorandum of Agreement shall be subject to the grievance/arbitration provisions contained in Article 12 of the current CBA between the parties.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals this 13<sup>th</sup> day of September, 2011.

Cinnaminson Township

\_\_\_\_\_  
Gerald Seneski  
Township Administrator

\_\_\_\_\_  
Date

Teamsters Local Union No. 676

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
Date

AGREEMENT

between

CINNAMINSON TOWNSHIP  
(PUBLIC WORKS DEPARTMENT)

AND

TEAMSTERS LOCAL UNION NO. 676-FOREMEN

JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

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## **PREAMBLE**

THIS AGREEMENT made by and between CINNAMINSON TOWNSHIP (hereinafter referred to as the "Township") and TEAMSTERS LOCAL UNION NO. 676 (Foremen), affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

## **ARTICLE 1 - SCOPE OF AGREEMENT**

The execution of this Agreement on the part of the Township shall cover all operations of the Township which are covered by this Agreement, and shall have application to the work performed within the classifications defined and set forth in this Agreement or any supplement hereto.

## **ARTICLE 2 - EMBODIMENT OF AGREEMENT**

A. This document constitutes the sole and complete agreement between the parties and embodies the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Therefore, the Township and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. Any prior commitment or agreement between the Township and the Union or any individual employee covered by Agreement is hereby superseded by this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

B. Nothing stated in this Article 2 shall be construed to preclude negotiations with respect to the terms and condition of employment of any

bargaining unit positions that may be created during the term of this Agreement or to preclude negotiations with respect to new rules or modifications of existing rules governing working conditions that may be proposed by the Township during the term of this Agreement.

### **ARTICLE 3 - RECOGNITION**

The Township recognizes and acknowledges that the Union is the exclusive representative of the employees in the collective bargaining unit in the following classification of work covered by this Agreement: Foremen. Foremen will recommend hiring and firing of employees of the Public Works Department, will evaluate said employees and have the authority to impose minor disciplinary action and to recommend major disciplinary action of employees within Public Works. Excluded are Mechanic, Truck Driver, Heavy Equipment Operator, Senior Maintenance Repairer, Tree Climber, Equipment Operator, Mechanic Assistant, Laborer/CDL, Laborer, seasonal, temporary, provisional and part-time employees. Part-time is defined as any employee who works less than 32 hours per week. Neither membership in the Union nor non-membership shall be a condition of employment or continued employment.

### **ARTICLE 4 – COMPENSATION**

- A. Annual salaries and hourly rates are listed in Schedule A to this Agreement. Increases shall be retroactive only for those negotiating unit employees currently and actively employed by the Township.
- B. Promotions, demotions and transfers shall be handled in accordance with current New Jersey Civil Service Commission (hereinafter “Civil Service”) rules, if applicable. Otherwise, they will be handled at the discretion of the Township. However, the Township will not make any capricious or arbitrary moves.
- C. Provisional Foremen must obtain their Commercial Driver’s License (“CDL”) within their working test period (first 90 days). Additional time to obtain the CDL due to administrative issues within the Division of Motor Vehicles may be granted at the discretion of the Superintendent and/or Director of Public Works.

**ARTICLE 5 – WORK PERFORMED BY COVERED EMPLOYEES  
ONLY**

All work performed in any classification covered under this Agreement shall be performed solely by employees covered under this Agreement.

**ARTICLE 6 - WORK IN OTHER CLASSIFICATIONS**

A. Work Crews - On the first working day in December a list will be posted by the Township based on need for each crew for the coming year. On a daily basis, Foremen shall have the ability to assign employees at any time on any job based on operational needs.

B. Assignment to special projects shall also be at the discretion of the Superintendent and/or Director of Public Works. However, once a Foreman is so assigned, he/she shall continue to work on the project until completed or until the Superintendent and/or Director of Public Works re-assigns him/her.

**ARTICLE 7 - HIRING ADDITIONAL FOREMEN**

A newly hired Foreman during his/her first 3 months of employment shall be a probationary employee and shall not accrue any seniority in the Foremen bargaining unit.

1. During the probationary period the Township may terminate his/her employment as a Foreman in its sole judgment without recourse by said Foreman or by the Union.
2. The Township's action shall not be subject to the grievance or arbitration provisions of this Agreement.
3. Subject to Article 17 (C), if the newly hired Foreman is promoted from the ranks of the Department of Public Works (“DPW”) bargaining unit, and the Township retains said Foreman after completion of the probationary period, his/her seniority in the Foremen bargaining unit shall be computed from the first day of his/her employment provided the Foreman

is properly appointed by the Township and certified in accordance with current Civil Service rules, if applicable.

If the newly hired Foreman does not come from the DPW, and the Township retains said Foreman after completion of the probationary period, he/she may at that time join the Union and his/her seniority in the bargaining unit shall be computed from the first day of his/her employment, provided the Foreman is properly appointed by the Township and certified in accordance with current Civil Service rules, if applicable.

### **ARTICLE 8 - SHOP STEWARD AND DUTIES**

A. The Township recognizes the right of the Union to designate a Shop Steward and alternate from the Township's seniority list. The alternate will serve as Shop Steward only when the Shop Steward is absent. The Union will furnish Township written notification of employees so designated. Under no circumstances shall the Township discriminate against a Shop Steward because of his/her activities as such.

B. The authority of the Shop Steward (and alternate) so designated by the Union shall be limited to and not exceed the following duties and activities to be conducted at the conclusion of his/her workday:

The investigation and presentation of grievances to the Township or the Township's designated representative, in accordance with the provisions of the Agreement. Such presentation will not be unreasonably delayed by the Township.

### **ARTICLE 9 - DUES CHECKOFF AND INDEMNIFICATION**

A. Upon receipt of proper written authorization and while such written authorization shall remain in effect the Township shall deduct Union dues on a monthly basis.

1. The Township shall remit the monies collected to the Union not later than the 15th of each month.

2. The Union agrees to indemnify and hold harmless the Township from any causes of action, claims, loss or damages incurred as a result of this clause.

B. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The Township or any of its officers and employees shall not be liable for any delay in carrying out such deduction and upon forwarding a check in payment of such deductions by mail to the assignee's last known address. The Township and its officers and employees shall be released from all liability to the employee assignors and to the assignees under such assignments.

### **ARTICLE 10 - MANAGEMENT RESPONSIBILITY**

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it 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; its properties, facilities and the activities of its employees;
2. To hire all employees, subject to the provisions of law; to determine their qualifications and conditions for continued employment or assignment and to promote and/or transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause;
4. To direct and control the work force; to utilize fully its work force, tools and equipment and to determine the means, methods, processes, materials, procedures and schedules of operation.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices 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 are in conformance with the Constitution and laws of New Jersey and of the United States and ordinances of the Township.

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

D. The Township's exercise of its management rights pursuant to this Article shall not be subject to submission to the grievance procedure established in Article 12 of this Agreement.

E. As an exception to Paragraph D above, the Township's exercise of those management rights set forth in Paragraph A, Section 3 above shall be subject to submission to the grievance procedure established in Article 12 of this Agreement.

F. The Township retains the non-grievable and non-arbitrable managerial prerogative to make the ultimate determination as to the propriety or availability of alternate and/or light duty assignments.

### **ARTICLE 11 - BAN ON STRIKES**

A. The Union covenants and agrees that neither the Union nor any person acting on its behalf will cause, authorize, condone or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty or any 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, or walkout. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by any such employee covered by this Agreement shall be grounds for disciplinary action which may include suspension or termination.

C. The Union will actively discourage any of its members or persons acting on their behalf from taking part in any strike, slowdown, or job action, and will make reasonable effort to prevent such illegal action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such administrative or 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, its members, or any persons acting on its behalf.

E. Nothing contained in this Article 11 shall be construed to overrule or supersede applicable Civil Service requirements, be they statutory or regulatory. Furthermore, nothing shall be construed to prohibit an employee's involuntary failure to report for duty, absence, or abstinence from performance of duties.

## **ARTICLE 12 - GRIEVANCE PROCEDURE AND ARBITRATION**

A. Grievance Procedure - The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment of employees. Such a dispute shall be defined as a grievance under this Agreement and must be filed in writing within 5 working days of its alleged occurrence and be processed in accordance with the following steps, time limits and conditions herein set forth. Time limits may be extended by mutual agreement.

No grievance may proceed beyond Step One herein unless it constitutes a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment set by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein.

### **STEP ONE**

A meeting between the aggrieved Foreman, with the Steward, and the Superintendent of Public Works scheduled by the Superintendent within 10 working days of the date the written grievance is filed. Meetings held under this Step One shall generally be scheduled to commence at 2:30 P.M. and may be attended by only one Steward. If no satisfactory agreement is reached within 3 working days after the meeting or after the expiration of the foregoing 10 working days period, then

## STEP TWO

A meeting between an official of the Union with the Steward in conference with the Township Administrator or his designated representative(s) at a time to be fixed by the Township Administrator or his designated representative(s). Should no acceptable agreement be reached within an additional 10 working days, the matter may be referred to arbitration by the Township or the Union only.

1. Either the Union or the Township may have witnesses whose testimony is relevant at a Step Two meeting. Any witness's attendance will be limited, however, to the time required to present his testimony.
2. At all steps of the grievance procedure the Union and the Township shall disclose all information relied upon and the remedy sought.
3. Nothing herein shall be construed to deny to any individual Foreman his/her rights under Civil Service laws or regulations. In the event the aggrieved elects to pursue current Civil Service rules for a remedy to his/her grievance, then no recourse to arbitration will be available and his/her grievance will be withdrawn.

B. Arbitration - If the grievance is not settled in the foregoing steps, then either party may, upon written demand given to the other party, within 10 working days after the answer to Step Two, submit said grievance to arbitration.

1. The Arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.
2. The Arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The preceding sentence means, among other things, that the Arbitrator cannot add a provision to this Agreement which grants to either party any matter which was not obtained at the bargaining table during to this Agreement. The Arbitrator's award shall be in writing and shall be final and binding on the parties.
3. Each party shall bear the expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be borne equally by the parties.

4. In no event can an award be retroactive to a date earlier than 6 days prior to the date the grievance was first submitted.
5. If a grievance is not appealed by the Union from one step to the next step or to arbitration within the time limits specified for each step, or as mutually extended, the grievance shall be considered settled on the basis of the last decision of the Township and shall not be eligible for further appeal.

### **ARTICLE 13 - ACCESS TO PREMISES**

A duly authorized representative of the Union, upon prior request, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances, investigation of working conditions, and for investigation of complaints that the contract is being breached.

1. During such visits, which will be during normal business hours, the Union representative shall be accompanied by a representative of the Township.
2. Such request will not be unreasonably withheld.

### **ARTICLE 14 - WORK DAY AND WORK WEEK**

A. The normal work day shall consist of 8 hours of work in any one work day, however, more or less hours may be scheduled or required as deemed necessary by the Township.

B. The normal work week shall consist of 40 hours of work in one work week, however, more or less hours may be scheduled or required as deemed necessary by the Township.

C. The Township shall have the authority to retain on duty, or to recall to duty, any Foreman for a reasonable period or periods of time in excess of the hours of ordinary duty in times of emergency due to snow, ice, leaves or any other circumstance or situations whereby the safety or welfare of the public is endangered, as shall be determined within the sole discretion of the Township.

1. Failure or refusal of a Foreman to remain on duty or to report to duty under the above circumstances, unless excused by the

Township, shall be deemed an unauthorized absence and shall be governed by the provisions of Article 35 of this Agreement.

2. The Township will generally honor a Foreman's request to be excused as aforesaid if such request is based upon a legitimate instance of illness, supported by a physician's certification if requested by the Superintendent and/or Director of Public Works, or in other compelling instances at the discretion of the Superintendent or designee.

D. The lunch break shall be one half hour with no other breaks taken during the normal workday. Lunch break can be taken anywhere in Town (except establishments that serve alcohol), as long as worksite to lunch and return does not exceed 30 minutes. One half hour lunch break will be enforced.

## **ARTICLE 15 - OVERTIME, SHIFT DIFFERENTIAL AND ON CALL PAY**

A. The parties recognize that Foremen are exempt from overtime under the Fair Labor Standards Act and the New Jersey Wage and Hour Law. However, as a contractual benefit, any Foreman who works more than 40 hours in any one week (as per the definition of "creditable time in paragraph B below) shall be paid at the rate of one and one-half times the top Mechanics rate for each year of the Agreement. Foremen shall not be subject to overtime assignments in any given year once his/her overtime amount reaches \$12,000. Foremen are eligible for all overtime up to but not to exceed the \$12,000 cap.

B. Creditable time for purposes of contractual overtime calculation shall include previously approved and scheduled vacation, holiday and personal leave, limited to 8 hours in any one day. Each Foreman may designate 16 hours of paid sick time (supported by a doctor's note) toward creditable time per year at his/her discretion for purposes of contractual overtime calculation.

C. Weekend overtime lists will normally be posted on Wednesday.

D. There shall be no pyramiding of any premium or overtime pay under this Agreement for the same hours worked. Hours compensated at

contractual overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision.

E. Foremen shall be entitled to a \$12.00 shift differential for work performed between midnight and 7:00 AM for snow emergencies. Foremen may be sent home at any time once the snow emergency operational need no longer exists.

F. Foremen will rotate the "Supervisor on Call" duty each week with no additional compensation. Foremen will take On Call assignments at no additional compensation if no employee from Department of Public Works signs up for the assignment.

G. Foremen required to work beyond four hours after working a full 8 hour shift shall be provided a meal at a diner at the Township's expense to a maximum of \$15.00. Food will be provided (brought in at the Township's expense) after every subsequent 4 hours of unscheduled/unplanned work (provided facilities are open for business).

H. Foremen will work various Township events or an event each year for a minimum of 8 hours per year without additional compensation (i.e. Cleanup Day, Christmas Tree Lighting, Cinnaminson Day)

### **ARTICLE 16 - PAYDAY**

A. All Foremen shall be paid in full on the regular payday through direct deposit.

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

C. The normal payday will be on a bi-weekly basis. All paychecks will be processed bi-weekly, the Friday following the end of the two week work period. The two-week work period will begin and end at 12:00 midnight on alternate Friday nights.

### **ARTICLE 17 - SENIORITY - DEFINITION AND TERMINATION**

A. Seniority is defined to mean the accumulated length of continuous service with the Township DPW computed from the date of hire. If a Foreman is hired from the DPW rank and file unit the new Foreman will

have his/her original hire date for pay and all other fringe benefits but will have a new seniority date (date promoted) in the Foreman classification for all other seniority purposes.

B. A Foreman's seniority shall not be reduced by time lost due to an authorized leave of absence for bona fide illness or injury certified by a physician.

C. Any Foreman that is promoted from the ranks of the DPW unit that is laid off or wishes to leave the position can dovetail back into the DPW rank and file unit provided there is no break in service.

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

1. Discharge with cause;
2. Resignation;
3. Failure to return promptly upon expiration of authorized leave;
4. Failure to return to work after a recall from layoff;
5. Absence for 3 consecutive working days without leave or notice;
6. Failure to be properly certified under current Civil Service rules, if applicable;
7. Absence for any reason in excess of one year.

## **ARTICLE 18 - SENIORITY RANK AND POSTING**

Once each year, during the month of January, the Township shall compile, submit to the Union in writing and then post in a conspicuous place a seniority list (or lists) from the regular payroll records. Any Foreman hired after said posting shall have their names added to this list in order of date of hire and the Union shall be notified of such additions. Any controversy over the seniority standing of any Foreman on the seniority list or lists shall be submitted as a grievance within 5 days after posting after which the list shall become binding.

## **ARTICLE 19 - DISCIPLINE, DISCHARGE OR SUSPENSION**

A. No Foreman may be dismissed or suspended without just cause. The Parties acknowledge that the principals of progressive discipline shall apply in determining just cause. The normal steps in progressive discipline include, but are not limited to the following:

1. Verbal warning;
2. Written reprimand;
3. Suspension;
4. Termination.

The Township reserves the right to initiate discipline at any step, or to repeat and/or bypass steps, depending upon the severity and/or nature of the infraction and the Foreman's work history and discipline record.

B. Discipline shall be pursuant to the rules and regulations of Civil Service. Major disciplinary action as defined by Civil Service shall not be subject to the grievance procedure in Article 12.

C. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. The Township will notify the Shop Steward and/or Business Agent of its intent to dismiss or suspend an employee as soon as it has been determined that that action will be taken.

## **ARTICLE 20 - LAY-OFF AND RECALL**

A. Should it become necessary to lay off Foremen because of economy, efficiency and/or lack of work, the Township shall resort to classification and seniority; which means the last employee hired in each classification shall be the first Foreman laid off. When the Township recalls Foreman it shall be done in the reverse order of the manner they were laid off; providing none of the above is in conflict with current Civil Service rules.

B. If an affected Foreman has greater seniority than an employee in the same or lower paid classification and that affected Foreman has the ability and physical fitness to immediately perform the remaining job, the affected Foreman may displace the junior employee in either the

layoff or recall procedure; providing none of the above is in conflict with current Civil Service rules.

### **ARTICLE 21 - NOTICE OF LAY-OFF**

The Township agrees to follow Civil Service regulations whenever making permanent lay-offs.

### **ARTICLE 22 - NOTIFICATION OF RECALL**

When the Township recalls Foremen it shall be done in the reverse order of the manner they were laid off; providing none of the above is in conflict with current Civil Service rules.

1. The Township, when recalling laid off Foremen, shall send a registered letter to the Foreman's last known address (as indicated on the Foreman's record) and the Foreman shall have seven days to come back to work.
2. If the Foreman fails to report within the one week period, he/she shall be terminated, providing none of the above is in conflict with current Civil Service rules.

### **ARTICLE 23 - REPORT OF DEFECTIVE EQUIPMENT OR UNSAFE CONDITIONS; REPLACEMENT OF TOOLS**

- A. The Township has the exclusive and unilateral right to determine the equipment to be utilized, and the means, methods, processes or procedures to be followed, in carrying out Township operations.
- B. The Township shall replace a Foreman's personal tools if broken or stolen on the job, provided that the personal tool shall have first been inventoried and placed on file with the Township.
- C. The Township shall replace an employee's personal property that is damaged or destroyed accidentally during the course of the performance of the employee's duties; provided that the phrase "personal property" shall not refer to items supplied to employees by the Township and shall be limited to

watches, eyeglasses and hearing aids; provided further that the Township's liability shall be limited to replacement costs for hearing aids of equal specifications and manufacturer, eyeglasses of standard frames and equal lenses, and watches of equal value. Employee must complete written report as to how damage occurred. Reimbursement for damaged watches require submission of the damaged watch and will be limited to \$50.

D. If an employee damages his/her cell phone beyond repair without negligence, the Township will reimburse upon receipt \$100.00 towards the purchase of a replacement phone.

#### **ARTICLE 24 - DISCRIMINATION**

Neither the Township nor the Union shall discriminate against any Foreman based on any protected classification as proscribed by state or federal law.

#### **ARTICLE 25 - BULLETIN BOARD**

The Union shall have the use of a bulletin board on the Township's premises for the posting of notices relating to Union meetings and official business only. No notices shall be posted until they have been submitted to and approved by the Superintendent of Public Works. Such approval shall not be unreasonably withheld.

#### **ARTICLE 26 - BENEFITS**

A. The Township will continue to provide a comprehensive health benefits plan at its expense (currently the NJ State Health Benefits Plan). The comprehensive health care plan will be equal to or better than the existing benefits plan.—Foremen will contribute toward the cost of their health benefits according to the attached schedule.

B. The Township will provide all Foremen a disability plan as part of a comprehensive health care plan. The current Disability Plan is the State Disability Program.

C. The Township will provide all Foremen a prescription plan as part of a comprehensive health care plan. The current prescription plan is the NJ State Health Benefits Plan.

D. The Township will provide all Foremen a dental plan as part of a comprehensive health care plan. The current Dental Plan is administered by Horizon Blue Cross.

E. If the Township intends to change carriers, the Township shall first give the Union written notice of its intention at least 60 calendar days prior to the effective date of the proposed change. For the Township's notice to be timely and effective, such notice shall include detailed specifications of the new coverage being replaced, together with the names and addresses of the old and new insurance carriers (corporate office and local office) and the principals, brokers and/or agents involved. Detailed specifications, as mentioned above, are meant to include all aspects of the coverage, such as, dollar limits, deductibles, exact coverage, premium cost breakdown, etc.

The Union shall have 60 days after receipt of such notice to file a written objection with the Township indicating that the Union disputes the fact that the proposed new coverage is substantially similar to the previous coverage. To be timely and effective, such notice from the Union shall set forth the specific grounds upon which the Union bases its contention that the coverage is not substantially similar.

If the Township disagrees with the Union's objections, the dispute may be submitted to arbitration under the auspices of PERC, with the fees and expenses of such arbitration shared equally by the parties.

F. Health Benefits upon Retirement - As used in this paragraph, the term "retirement" shall mean service retirement, special retirement, ordinary disability retirement, or accidental disability retirement, as the foregoing phrases are defined by the statutes.

A Foreman with 25 years of full time service with the Township who attains age 55 upon retirement shall be entitled to receive health benefits, single coverage for a maximum of 10 years following retirement or until he/she reaches age 65. Said Foreman shall pay the applicable contributions toward premiums as set forth in Chapter 78. Foremen hired after December 31, 2015 and not previously employed by the Township prior to December 31, 2015 shall be eligible upon 30 years of full time service and attaining age 55.

To be eligible for single coverage health benefits, each year the Foreman shall sign a certification stating under oath that he/she or his/her spouse are

neither eligible to participate in nor have available to them an alternate health benefits program.

G. The Township shall neither offer nor provide a health care plan which requires the payment of an excise tax payment to any entity, whether governmental, a JIF or otherwise. In the event that the cost of any health care plan is determined to or projected to exceed the threshold of the Excise Tax under the Patient Protection and Affordability Act (“PPACA”), as implemented and commonly known as the “Cadillac Tax,” the Township shall, upon 30 days’ notice to the Union: 1) discontinue the plan then in place and replace it with a health care plan that will not require an excise tax payment. The replacement plan shall remain in place for the term of the Agreement and thereafter unless and until it is modified pursuant to negotiations for a successor agreement; or 2) charge the Foreman for the amount of the excise tax through payroll deductions.

#### **ARTICLE 27 - UNION BUSINESS LEAVE**

Foremen appointed or elected to full-time positions with the Union shall be granted leave without pay or any other benefit for a period not to exceed 6 months (but may be renewed for a further period of 6 months if requested) provided that the Foreman has at least one year of service in the unit and that no more than one Foreman per unit may be granted such leave at any time. Leave shall be requested in writing. Such leave will not interrupt seniority.

#### **ARTICLE 28 - LEAVE OF ABSENCE**

A Foreman who has completed his/her probation period desiring a leave of absence without pay or any other benefit from the Township shall make a request in writing with reasons to the Township with notice to the Union.

1. The maximum leave shall be 30 days but may be extended for like periods up to a one year maximum.
2. Permission for the leave or extension must be secured from the Township with notice to the Union.
3. During the period of absence, the Foreman shall not engage in full-time or part-time employment whatsoever.

4. Failure to comply with these provisions shall result in complete loss of seniority rights for the Foreman involved.

## **ARTICLE 29 - SICK LEAVE AND PERSONAL DAYS**

A. Sick Leave - A Foreman who is not promoted from the ranks of the DPW unit shall be entitled to 10 hours of paid sick leave for each full month of service starting on the first month following the completion of his/her probationary period. A Foreman who is promoted from the ranks of the DPW can use earned and accumulated sick days upon promotion. In either case, the following shall apply:

1. Sick Pay is limited to 8 times the Foreman's base hourly rate for any day of absence with a maximum of 40 times the Foreman's base hourly rate for each full week.
2. Sick Pay is for non-occupational accident or sickness only. An occupational accident suffered in the employ of the Township will be covered as Workers Compensation.
3. Sick Pay will be reduced by any other wage continuation sources to which the Foreman may be entitled for the same period and in no event will the Foreman receive more than his/her base hourly rate times the appropriate hours.
4. To be eligible for any payment under this section or to be eligible for return to work, the Foreman must be unable to work on the day(s) in question and submit to a physician or other expert as directed by the Township to substantiate the nature and severity of the accident or sickness.
5. Sick Pay will be considered for regular work days only and will not duplicate payment of any other provisions under this Agreement.
6. The Foreman shall be confined to his/her residence during work hours, with the exception of going to doctor, hospital or pharmacy. The Township may require proof of illness of a Foreman on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

7. Sick Pay allowances under this section accumulative from year to year but are completely forfeited when, for any reason, employment terminates with the Township. See Section C below regarding Retirement.
8. If a Foreman is unable to report for work at his/her usual starting time due to accident or sickness he/she shall make every effort to notify the Township of that fact prior to his/her usual starting time but in no event shall such notification be given later than his/her usual starting time. If the Foreman is physically unable to make such telephone call personally, a family member may make such call on his/her behalf. The foregoing telephone notification shall be directed to such Township representative(s) at such telephone number(s) as shall be designated by the Township in writing. If a Foreman fails to provide timely notification as aforesaid, his/her absence from work shall be deemed unauthorized and shall be considered abuse of sick leave.
9. Whenever a Foreman is required to provide proof of accident or sickness under the terms of this Agreement or governing Civil Service law or regulation, the Foreman shall furnish such proof in writing to the Superintendent and/or Director of Public Works or designee no later than the Foreman's first day back on the job after the accident or sickness in question. Similar methods for immediate delivery of the writing will be acceptable. If a Foreman fails to provide timely proof as aforesaid his/her absence from work shall be deemed unauthorized and shall be considered abuse of sick leave.

B. Personal Days - A Foreman who is not promoted from the ranks of the DPW unit, starting his/her first full year of service (after completing his/her probationary period) is entitled to 24 hours of paid personal leave per year which leave shall be non-cumulative. A Foreman who is promoted from the ranks of the DPW can use earned and accumulated personal days upon promotion. In either case, the following shall apply:

1. Use of a Personal Day is providing that the Foreman is on the active payroll.
2. At least one week's advance notice of a Personal Day request shall be given to the Superintendent of Public Works, who will

not unreasonably withhold approval of such request. It is agreed that when there are extenuating circumstances, the Superintendent of Public Works may approve requests that are presented on as little as one day's notice.

3. No more than 2 Foremen may request the same day.
4. All paid personal leave time set forth above in this paragraph shall be taken by Foremen in increments not less than one half day.

C. Accumulative Sick Leave Time at Retirement – A Foreman shall receive upon retirement payment up to \$10,000 equal to 65% of the total number of accumulated sick days times \$80. For purposes of this paragraph, retirement is defined as:

1. Voluntary termination of employment after 25 years of continuous service and 55 years of age; or
2. By reason of permanent total disability within the meaning of the Public Employees Retirement System.

### **ARTICLE 30 - MILITARY SERVICE**

A. In the event that a Foreman volunteers for or is called to active military service in the Armed Forces of the United States, such Foreman shall not (during the period of his/her first enlistment or first period of recall only) lose his/her seniority rights. Such request and approval will be in writing. Upon his/her discharge from such service, he/she shall be offered his/her former position or one of like status, provided he/she:

1. Received a certificate of honorable discharge; and
2. Is still qualified to perform the duties of his position; and
3. Applied for reinstatement within 90 days after discharge.

B. In the event that any Foreman (who completed his/her probationary period) is a reserve of the Armed Forces of the United States and is required to serve in summer encampment for a temporary period, the Township agrees to supplement his/her military pay with an amount sufficient to equal his/her regular 40 hours weekly earnings at the straight time rate for his job classification; not to exceed 8 times his/her base hourly rate for any one

work day and not to exceed a period of 10 work days in any one calendar year.

### **ARTICLE 31 - JURY DUTY**

A Foreman (who completed his/her probationary period) who loses time from his/her job because of jury duty, as certified by the clerk of the court, shall be paid by the Township the difference between 8 times his/her straight time hourly rate of pay and the pay he/she receives for jury service for each day he/she serves; subject to the following conditions:

1. The Foreman must notify his/her supervisor immediately upon receipt of a summons for jury service
2. This section does not apply where a Foreman voluntarily seeks jury service
3. No reimbursement of wages will be made for jury service for any period for which he/she otherwise receives pay under this Agreement
4. At the Township's request, adequate proof must be presented of time served on a jury and the amount received for such service.

Foremen who are promoted from the ranks of the DPW unit are entitled to this payment upon promotion.

### **ARTICLE 32 - FUNERAL LEAVE**

A. A Foreman (who completed his/her probationary period) will be excused from work because of death in his/her immediate family as defined below. He/she shall be paid 8 times his/her straight time hourly rate for each day of absence from his/her regular schedule up to 3 days following the death. All funeral leave benefits will terminate at the end of the day of the funeral. A one day leave of absence may be allowed to attend the funeral of a near relative as defined below.

B. Immediate family is defined to mean parents, children, stepchildren residing in the household, spouse, brother, sister, grandparents, mother-in-law, and father-in-law.

C. Near relative is defined to mean grandchildren, aunts, uncles, first cousins, brothers/sisters in-law, nieces, nephews, and stepchildren residing outside of the household.

Foremen who are promoted from the ranks of the DPW unit are entitled to this funeral leave upon promotion.

### **ARTICLE 33 - HOLIDAYS**

A. The twelve (12) holidays recognized as covered by this Agreement shall be as follows:

New Year's Day	Memorial Day	Veterans' Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Thanksgiving, Day After
Good Friday	Columbus Day	Christmas Day

B. A Foreman (who completed his/her probationary period) shall be paid 8 times his/her straight time hourly rate for each of the above named un-worked holidays. Foremen who are promoted from the ranks of the DPW unit are entitled to holiday pay upon promotion.

1. Provided he/she has worked or is on vacation during the week in which the holiday occurs; and
2. Provided he/she has worked the regularly scheduled workday preceding and the day following the holiday, unless such failure is the result of compelling circumstances at the discretion of the Superintendent or designee.

C. If a Foreman is properly scheduled to work on one of the above holidays and fails to work on the holiday he/she shall forfeit his/her holiday pay, unless such failure is the result of compelling circumstances at the discretion of the Superintendent or designee.

D. If a holiday falls during an eligible employee's vacation period, he/she shall be paid for his/her un-worked holiday in addition to his/her vacation pay provided he/she works the last work day prior to the beginning of vacation and the first work day after his/her vacation period ends, unless such failure is the result of compelling circumstances at the discretion of the Superintendent or designee.

E. A Foreman shall not receive pay twice for the same day. If a Foreman receives pay under any other provision of this Agreement, except as noted in D above, for the day on which the holiday falls, he/she shall not receive holiday pay.

F. Holidays falling on a Saturday will be celebrated on a day selected exclusively by the Township. Holidays falling on a Sunday will be celebrated on the following Monday.

G. A Foreman shall be entitled to receive time and one-half pay for work he/she is required to perform on a scheduled holiday (double time on Christmas) in addition to any straight time pay to which the Foreman might be entitled under paragraph B above.

**ARTICLE 34 – VACATIONS**

A. After completing the probationary period newly hired Foremen (from outside the ranks of the DPW unit) shall accrue vacation at the rate of one day per month for the balance of their first partial calendar year. Vacation time may be taken as it is earned (accrued). Foremen who are promoted from the ranks of the DPW unit are entitled to their vacation time upon promotion.

B. Foremen shall receive vacations and vacation pay in the current calendar year in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Days</u>	
	Hired before 12/31/2011	Hired after 1/1/12
January 1 of 1 <sup>st</sup> to 9 <sup>th</sup> anniversary date	13	13
January 1 of 10 <sup>th</sup> to 14 <sup>th</sup> anniversary date	16	16
January 1 of 15 <sup>th</sup> to 19 <sup>th</sup> anniversary date	17	17
January 1 of 20 <sup>th</sup> to 24 <sup>th</sup> anniversary date	21	20
January 1 of 25 <sup>th</sup> anniversary date	22	20

B. Weekly vacation pay shall be computed as 40 hours straight time pay.

C. Any Foreman of the Township covered by this Agreement who is entitled to vacation leave at the time of his/her retirement, shall be paid his/her earned vacation time (which has not been taken) 30 days prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her widow or estate shall receive the earned vacation pay.

D. All vacation days must be used in the current calendar year.

E. Foremen shall submit vacation schedules for the calendar year by April 15 of each year.

1. Vacation schedules so submitted shall be awarded on the basis of seniority if 2 or more Foremen request the same period; subject to manning and operational needs.
2. All vacation requests made on or after April 15 shall be awarded on a first-come first-serve basis for vacation periods that have not already been allocated.
3. Vacation leave may not be approved if requested less than one week in advance.
4. All vacation requests shall be automatically approved unless within 14 days following submission, the request is disapproved.
5. Scheduled vacation dates shall not thereafter be revised.

F. In accordance with current practice, any vacations scheduled during the period of November 15 through and including March 15, shall be subject to the following express restrictions:

1. One Foreman shall be permitted to schedule vacation during such period; and
2. Notwithstanding any Foreman's scheduled vacation during such period, the Township has the absolute right to require any and all Foremen to report for work in order to fulfill the Township's manning and/or operational needs during periods of snow or other emergency or act of God.

For purposes of the preceding sentence, an emergency shall be deemed a situation created by someone other than Township management or beyond the control of Township management.

## ARTICLE 35 - UNIFORMS

A. The parties expressly recognize that it is the Township's exclusive and unilateral right to determine whether any or all of its employees shall be required to wear uniforms or adhere to other dress requirements, and if so, the nature and type of uniform or other dress article to be worn.

The parties additionally recognize that the purchase, rental, replacement and/or repair of uniforms or other employee dress articles are or may become restricted by applicable bidding statutes or regulations.

Within the confines of the foregoing prerogatives and restrictions it is agreed that an employee's legitimate request for the timely replacement or repair of a Township-supplied uniform or other dress article will not be unreasonably denied by the Township.

B. The Township agrees, during the term of this Agreement, to maintain the practice of providing an employee at the expiration of his first 3 months of employment, at the Township's expense, an initial uniform issue which shall consist of the following.

1. 5 pair of pants and 3 pair of shorts
2. 3 short sleeve shirts
3. 3 green hooded sweatshirts
4. One winter coat
5. One light-weight jacket with liner
6. 3 short-sleeve shirts
7. 3 pair of gloves

C. Each employee shall receive an annual uniform/shoe allowance of \$600.00 dollars for maintenance and replacement of uniforms/shoes to be received in a lump sum at the same time as the first paycheck is given during the month of December. Notwithstanding the above, if an employee has a new article of clothing that is destroyed on the job, the article was in excellent condition prior to its destruction, and there is no evidence of abuse and/or negligence on the part of the employee, the Township will replace the article.

## **ARTICLE 36 - ATTENDANCE**

- A. Foremen are precluded from failing to report for work unless such absenteeism is authorized by an applicable provision of law, administrative regulation or this Agreement.
- B. The foregoing requirement of advance authorization may be waived and after the fact authorization accepted in emergency circumstances where advance authorization is impossible, provided that the emergency circumstances are verified to the satisfaction of the Superintendent and/or Director of Public Works.
- C. Unpaid absences for which authorization is not obtained pursuant to the foregoing shall result in disciplinary action.
1. An unauthorized absence of 3 or more consecutive days shall cause the Foreman to receive disciplinary action up to and including discharge.
  2. An unauthorized absence of less than 3 consecutive days shall result in a suspension of up to 5 days without pay for the first offense and shall result in the Foreman being subject to termination for succeeding offenses occurring within 24 months thereafter.

## **ARTICLE 37 - SEVERABILITY**

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable. In the event any portion of this Agreement is declared invalid, the parties agree to begin renegotiations on the invalid portion within 30 days.

## **ARTICLE 38 - CREDIT UNION**

The Township agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes if the Foreman has provided the Township

with a signed card so authorizing. Such deductions will only be remitted to the Credit Union once per month. The Union agrees to indemnify and hold the Township harmless from any causes of action, claims, loss or damages incurred as a result of this Article.

**ARTICLE 39 - TERM OF AGREEMENT**

The term of this Agreement shall be from January 1, 2016 through December 31, 2019 and from year to year thereafter subject to written notice from either party to the other of the desire to change or amend this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seal this day of June, 2016 .

**Teamsters Local # 676**

**Cinnaminson Township**

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## SCHEDULE A

### I. FOREMEN SUBJECT TO VACATION BUYOUT

	2016		2017		2018		2019	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	Salary	Rate	Salary	Rate	Salary	Rate	Salary	Rate
Starting Rate	62,400.00	30.00	63,648.00	30.60	64,920.96	31.21	66,543.98	31.84
1 <sup>st</sup> Full Year	62,400.76	30.76	63,648.78	31.38	64,921.75	32.00	66,544.79	32.64
2 <sup>nd</sup> Full Year	62,401.52	31.52	63,649.55	32.15	64,922.54	32.79	66,545.60	33.45
3 <sup>rd</sup> Full Year	62,402.28	32.28	63,650.33	32.93	64,923.33	33.58	66,546.42	34.26
4 <sup>th</sup> Full Year	62,403.04	33.04	63,651.10	33.70	64,924.12	34.37	66,547.23	35.06
5 <sup>th</sup> Full Year	71,801.60	34.52	73,237.63	35.21	74,702.38	35.91	76,196.43	36.81

### II. FOREMEN HIRED AFTER JANUARY 1, 2016

	2016		2017		2018		2019	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	Salary	Rate	Salary	Rate	Salary	Rate	Salary	Rate
Starting Rate	60,216.00		61,420.32		62,648.73		63,901.70	
1 <sup>st</sup> Full Year	61,420.32	26.56	62,648.73	27.09	63,901.70	27.63	65,179.73	28.18
2 <sup>nd</sup> Full Year	62,648.73	27.09	63,901.70	27.63	65,179.73	28.18	66,483.33	28.74
3 <sup>rd</sup> Full Year	63,901.70	27.63	65,179.73	28.18	66,483.33	28.74	67,813.00	29.31
4 <sup>th</sup> Full Year	65,179.73	28.18	66,483.33	28.74	67,813.00	29.31	69,169.26	29.90
5 <sup>th</sup> Full Year	66,483.33	28.91	67,813.00	29.50	69,169.26	30.09	70,552.64	30.69