

**AGREEMENT**

BETWEEN

**TOWNSHIP OF OCEAN**

**AND**

**CONSTRUCTION AND GENERAL LABORERS  
UNION LOCAL 172 OF SOUTH JERSEY**

**(ROAD WORKERS)**

**JANUARY 1, 2005 – DECEMBER 31, 2007**

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THIS AGREEMENT, made and entered into this                    day of                    , by and between the Township of Ocean, Ocean County, New Jersey, hereinafter referred to as the “Employer” and CONSTRUCTION AND GENERAL LABORERS UNION, LOCAL 172 OF SOUTH JERSEY, hereinafter referred to as the “Union”.

## **PREAMBLE**

This Agreement represents the complete and final understanding on all bargainable issues between the Employer and the Union and is designed to maintain and promote a harmonious relationship between the Employer and such of its employees who are covered by Article I, Section I, Recognition.

## **ARTICLE I**

### **COLLECTIVE BARGAINING**

#### **SECTION I. RECOGNITION**

The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all of its covered employees, whose titles are set forth in Appendix “A”, but excluding managerial executives, confidential employees, and all other supervisory employees within the meaning of the New Jersey Public Employer-Employee Relations Act, and all other employees of the Employer.

## **SECTION II. FULLY BARGAINED**

The parties agree that they have fully bargained and agreed upon all terms and conditions of this Agreement and that same incorporates the complete and final understanding, and settlement by the parties of all bargainable issues, which were or could have been subject of negotiations.

### **ARTICLE II**

#### **COLLECTIVE BARGAINING UNIT PROVISIONS**

##### **SECTION 1. EQUAL TREATMENT**

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership or union activities.

The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

##### **SECTION II. UNION REPRESENTATIVES AND ACCESS**

**A. SHOP STEWARD:** The Employer agrees to recognize a maximum of one (1) shop steward and one (1) alternate shop steward selected by the Union.

**B. ACCESS BY UNION OFFICIALS:** Union officials and duly authorized Union Representatives, whose names and identification have been previously submitted to and

acknowledged by the Employer, shall be admitted to the premises of the Employer upon reasonable advanced notice and approval from the Employer or designee.

Nothing in this section shall be construed to limit the free flow of information between the Union and covered employees but is solely intended to allow for the orderly scheduling and progression of daily work requirements.

### **SECTION III. DUES AND DEDUCTIONS**

**A. UNION DUES:** Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of such employee from his paycheck, and remit such deduction by the tenth (10<sup>th</sup>) day of the succeeding month to the official designated by the Union, in writing, to receive such deductions. The Union will notify the Employer, in writing, of the exact amount of such regular membership dues to be deducted.

**B. TERMINATION OF UNION MEMBERSHIP:** Any employee may, in writing, terminate his respective dues deduction authorization as of July 1<sup>st</sup>, or January 1<sup>st</sup> of the contract year.

**C. REPRESENTATION FEE:** In accordance with the provisions of N.J.S.A. 34:13A-5.5, as amended, the Employer shall deduct and pay over to the Union a representation fee in lieu of dues by payroll deduction from the salaries of all employees covered by this Agreement who are not members of the Union. The said representation fee in lieu of dues, which shall not exceed 85% of the regular membership dues, shall be paid over to the Union treasurer within the same time limits as Section III, paragraph A.

The Union agrees to establish and maintain a “demand and return” system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the “pro-rata share”, if any, subject to refund in accordance with the provisions of the N.J.S.A. 34:13A-5.5, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established by such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.5, as amended.

If during the term of this Agreement there shall be any change in the rate of membership dues which affects the amount of the representation fee in lieu of dues, Union shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

### **ARTICLE III**

### **MANAGEMENT RIGHT**

#### **SECTION I. EMPLOYER RESPONSIBLE**

It is recognized that the management of the Employer and the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Employer, Accordingly, the Employer retains the rights, including, but not limited to, select and direct the working forces, including the right to hire, suspend or discharge, for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, decide the number of locations of its facilities, stations, etc., determine the work to be performed, maintenance and repair amount of supervision and training programs



necessary, machinery and tool equipment, methods, schedules of work together with selection, procurement, designing, engineering and the control of equipment and materials; and purchase services of other, contract or otherwise.

## **SECTION II. CHANGES FOR MODIFICATIONS TO RULES AND REGULATIONS**

Proposed modifications, changes, or new rules and regulations will be presented to the Union prior to formal adoption. The Union may make recommendations with regard to the aforementioned proposed modifications, changes or new rules and regulations.

## **SECTION III. CLASSIFICATION OF JOB DESCRIPTION**

The classification for employees covered by this Agreement shall be established by the Employer and presented to the Union.

If during the term of this Agreement the Employer determines that new job classifications be established or that changes be made in existing job classifications, the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to same being made effective. Should the parties fail to agree, the matter will be referred to the grievance procedure.

## **SECTION IV. DISCIPLINARY ACTIONS**

An employee may be disciplined in accordance with general law and this Article by way of the following action for the causes stated in this Section. However, the Township reserves the right to impose a more severe penalty based upon the severity of the actions of the employee.

No employee shall be suspended or dismissed without written approval of the Township Committee within fourteen (14) days.

1. Informal, verbal reproof.
2. Written reproof.
3. Suspension from duty, without pay.
  - (a) First offense: One day
  - (b) Second offense: Three days
  - (c) Third offense: Five days
4. Transfer or demotion.
5. Dismissal.

Disciplinary action may be invoked under the following circumstances, but not limited to the below.

1. Neglect of duty
2. Absence without leave or failure to report after authorized leave has expired, or after such leave has been disapproved or revoked.
3. Incompetency or inefficiency.
4. Insubordination or serious breach of discipline
5. Intoxication while on duty
6. Disobedience of a rule or regulation of the Township

Prior notices of reprimand and/or discipline/suspension contained in an employee's personnel file shall remain in the employee's file without alteration providing the employee has the right to insert rebuttal to the notice.

## **ARTICLE IV**

### **EMPLOYMENT AND SENIORITY**

#### **SECTION I. PROBATIONARY PERIOD**

**A. PROBATIONARY EMPLOYEES:** Newly hired employees shall be considered probationary employees until completing a working test (probationary) period of no less than ninety (90) calendar days. Probationary employees are not entitled to any benefits except as

specifically set forth in this agreement. Probationary employees may be terminated at any time without recourse whatsoever.

**B. PERMANENT EMPLOYEES:** All existing covered employees except for those existing covered employees hired during the ninety (90) calendar days immediately preceding the execution of this Agreement shall be considered permanent employees. Any covered employee hired subsequent to the execution of this Agreement or during the ninety (90) day period prior to the execution of this Agreement shall be deemed a permanent employee only upon completion of the requisite probationary period or extended probationary period, where applicable. Upon obtaining permanent employee status, a covered employee's seniority shall be computed based upon the employee's date of commencement of employment.

**C. COVERED EMPLOYEE:** All full-time probationary and permanent employees whose titles are set forth in Appendix A to this Agreement shall in the interpretation of this Agreement be classified as covered employees.

## **SECTION II. DEFINITION OF SENIORITY**

A. Seniority is defined as the length of a covered employee's continuous service with the Employer. Length of continuous service shall be computed from the date the employee was first hired by the Employer except where, as provided below, seniority of any such employee shall be computed from the date on which he shall have been rehired.

B. In the event two (2) or more employees are hired on the same date, the order of placement on the seniority list shall be determined by the date of hire “date the employee physically started working”.

### **SECTION III. TERMINATION OF SENIORITY**

Any employee’s continuous service shall be broken so that no prior period or periods of employment shall be counted and his right to seniority shall cease upon any of the following:

1. Discharge
2. Voluntary quitting
3. Leave of absence or layoff for a period of more than six (6) months
4. Failure of an employee to return to work upon recall within two (2) weeks from the time the Employer has sent a notice to return to the employee’s last known address appearing on the Employer’s records unless excused by the Employer by reason of illness or other reasonable cause.
5. Absence without notice for three (3) days.
6. Employer agrees seniority will not be terminated due to work related injury.

### **SECTION IV. SENIORITY LISTS AND UPDATES**

The Employer shall maintain an accurate, up-to-date seniority roster showing each covered employee’s date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

### **SECTION V. SENIORITY TO PREVAIL**

In all applications of seniority, where ability to perform work and physical fitness are equal, seniority shall be given preference in layoffs, and recall.

## **SECTION VI. LAYOFF**

**A. SENIORITY TO PREVAIL:** In the event of layoff, seniority shall prevail, providing the employee has the necessary qualifications, skills and abilities to perform whatever work may be available.

**B. RECALL ORDER:** Employees on layoff shall be recalled in the inverse order of layoff, providing the employee has the necessary qualifications and skills and abilities for the work available. The Employer will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment verbally within one (1) week of notice or fails to return within two (2) weeks of issuance of notice to return.

### **C. JOB OPENING BIDS:**

1. Bids: In the event of a job opening or the establishment of a new job classification, the Employer agrees to post a notice of said vacancy.

2. Trial Period: Existing employees who bid shall be evaluated by the Employer and may be awarded the job upon consideration of such things as: seniority, job evaluation, physical fitness, skill and ability to perform the posted job. The parties recognize, however, that the award of any employment position is within the sole discretion of the Employer and is not subject to contest. An existing employee awarded the job shall be given a trial period on the job not to exceed sixty (60) calendar days. During this trial period, the employee shall retain his permanent employee status. Newly hired employees appointed to the position shall be considered probationary employees as provided for in this Article.

## **ARTICLE V**

### **GENERAL PROVISION**

#### **SECTION I. UNION NOTICES AND POSTING**

The Employer agrees to make available a bulletin board at the workplace. The said bulletin board shall be used for posting of the following notices: union meetings, union elections and returns, union appointments to office and union recreational or social affairs.

#### **SECTION II. EMERGENCY RECALL**

In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work when required. All bargaining unit personnel will be called for overtime in emergency situations before calling for outside contractors. Emergency is hereby defined as that period of time when the health, safety, and general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Employer.

#### **SECTION III. SAFETY AND HEALTH**

The Employer will make a reasonable effort for the safety and health of its employees. The road supervisor shall be designated as safety officer. All employees are required to wear Township issued back support belts.

**A. PHYSICAL INOCULATIONS:** All employees shall be afforded Hepatitis B inoculations and Lyme Disease inoculations at the expense of the Employer, in order to insure good health and ability to perform required duties.

As of January 1, 2005 and each subsequent January, all members of the Township of Ocean Road Department must have an annual physical and drug test by Township Physician paid for by the Township of Ocean. All Road Department Employees including all titles, Foreman, Assistant Foreman, Heavy Equipment Operator, Light Equipment Operator, Truck Driver and Laborer/Road Worker/Recycling and any other job titles within the Road Department will be subject to the random drug-testing program that is to be performed throughout the year paid for by the Township of Ocean.

#### **SECTION IV. ACCESS TO PERSONNEL FOLDER AND EVALUATIONS**

An employee shall, within three (3) working days of written request to the Employer, have an opportunity to review the employee's personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, recommendation or any performance evaluation or conduct evaluation prepared by the Employer during the term of this Agreement. The employee shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in his file. Access to the employee's personnel folder shall be limited to personnel director, the Township Committee and the employee. The employee, at his request, will receive an updated copy of his personal record on a semi-annual basis. The employee records may be supplemented, sealed and deleted, providing the employee has the right to insert his/her objection in his/her file.

## **ARTICLE VI**

### **INSURANCE, RETIREMENT, SEPARATION AND DEATH BENEFIT**

#### **SECTION I. MEDICAL INSURANCE**

The Employer shall provide medical and insurance enrollment for all employees and the employees' families covered by this Agreement. Medical coverage to include infertility/fertility benefits.

The Employer will provide, at no cost to the employee, life insurance in the amount of ten thousand (\$10,000.00) dollars to be paid to the employee's beneficiary at time of death, so long as the employee is in the employ of the Employer at such time.

The Employer shall have the option of checking other plans. The Employer may institute another plan as long as it provides for at least the same or superior coverage.

The Employees agree to change benefits at anytime during this contract if all other entities of the Township move to another health plan or prescription plan, etc.

The Employer will provide an optical plan for the employee under terms agreed to under medical coverage.

#### **SECTION II. RETIREMENT BENEFITS**

The Employer agrees to provide retirement benefits (PERS) in accordance with applicable New Jersey statutes.

#### **SECTION III. PAYMENT FOR UNUSED SICK LEAVE**

Upon retirement or separation, subsequent to the date of the Agreement, an employee shall be reimbursed, at his/her regular base rate of pay, for accumulated, unused sick time



provided, however, the maximum amount of said reimbursement shall not exceed a sum of equal to eighty-five (85) days of pay. A retiring employee shall notify the Employer of his intention to retire ninety (90) days before date of retirement. Payment shall be made within ninety (90) days from the retirement date where proper notice has been given to the Employer.

After an employee reaches the maximum of forty days, they may sell back up to ten (10) days per year to be paid the first pay period in December.

#### **SECTION IV. PAYMENT OF ACCRUED VACATION TIME**

An employee who is retiring or who has otherwise separated, except for cause or quit without proper notice, shall be entitled to the vacation allowance pro-rated for the current year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

#### **SECTION V. PAYMENT OF ACCRUED VACATION TIME AT DEATH**

Whenever a permanent employee dies, having any earned vacation leave, there shall be calculated and paid to the employee's estate a sum of money equal to the product of the earned vacation, and employee's base rate of pay at the time of death. Payment of accrued time shall be prorated on an accumulated basis.

#### **SECTION VI. UNEMPLOYMENT INSURANCE**

It is mutually agreed that in order to protect an employee against loss of income during those periods when same is not working for the Employer through no fault of the employee, the Employer shall contribute to the state mandated unemployment insurance program on behalf of all employees.

## **ARTICLE VII**

### **WORK UNIFORMS**

Commencing with the 2005 year of this Agreement, the Employer shall provide to each employee a nine hundred (\$900.00) dollar clothing allowance each contract year, said allowance to be utilized through a voucher or check system choice effective February 1<sup>st</sup> of each contract year. The Employer shall approve all such clothing, shoes and foul weather gear which must meet state and federal requirements.

The Employer will pay a clothing allowance to new employees that is pro-rated by the number of months a new employee is employed before the annual payment and after the completion of the probationary period.

## **ARTICLE VIII**

### **HOURS OF WORK**

#### **SECTION I. WORK DAY**

The normal work day shall be eight (8) hours – 6:00 a.m. to 2:30 p.m.

#### **SECTION II. WORK WEEK**

The normal work week shall be Wednesday through Tuesday. The number of hours worked by employees in a normal work week shall be forty (40) hours per week.

### **SECTION III. REST PERIODS/WASH-UP TIME**

All employees shall receive a fifteen (15) minute rest period during every four (4) hour period worked. All employees shall be granted a fifteen (15) minute wash up time which shall be taken at the Township Garage immediately preceding lunch and the end of the work day.

### **SECTION IV. CALL OUT PROCEDURE**

An employee calling out sick or personal time must contact the police dispatch to record day and time and leave the message on the voice mail at the Township Garage, prior to the start of the work day (6:00 am). The employee must state at that time sick time or personal time.

During a State of Emergency or snowstorm, personal and sick time cannot be used unless the employee present a doctor's note upon his arrival back at work.

## **ARTICLE IX**

### **HOLIDAYS**

#### **SECTION I. ELIGIBILITY**

**A. PERMANENT EMPLOYEES ONLY:** Only full time permanent and probationary employees are eligible for holiday pay.

**B. QUALIFIER CLAUSE:** In order to qualify for holiday pay, employee must work both their scheduled workdays immediately preceding and immediately following the holiday. An employee must have a minimum of five (5) days prior approval to use an excused absence (ie. vacation, floating holiday or personal time for the days preceding and immediately following the holiday).

If the employee does not have an approved excused absence for the days preceding and immediately following, the employee will not be paid for the holiday and unexcused time.

**SECTION II. RECOGNIZED HOLIDAYS**

There shall be the following paid holidays during the term of this Agreement:

- |  |                                  |
|--|----------------------------------|
| New Year's Day                                       | Columbus Day                     |
| Martin Luther King                                   | Veterans Day                     |
| Washington's Birthday                                | Thanksgiving Day                 |
| Good Friday  | Day after Thanksgiving           |
| Memorial Day   | One Half (1/2) Day Christmas Eve |
| Independence Day                                     | Christmas Day                    |
| Labor Day  |                                  |
| Floating Holiday (to be designated by the employee)* |                                  |

Floating Holiday is scheduled by an employee and must have 5-day prior written approval. It must be used during the calendar year January 1 - December 31. Floating Holidays are non-cumulative. A permanent full-time employee is entitled to the one (1) Floating Holiday after their successful completion of their probationary period.

**SECTION III. CELEBRATION OF SATURDAY AND SUNDAY HOLIDAYS**

In the event a holiday falls on a Saturday it shall be celebrated on the preceding Friday.  
In the event a holiday falls on a Sunday it shall be celebrated on the following Monday.

**SECTION IV. HOLIDAY DURING VACATION PERIOD**

In the event a holiday falls within an employee's vacation period, the holiday shall be celebrated, and that day will not be charged against the employee's vacation time.

**SECTION V. HOLIDAY DURING PAID SICK LEAVE**

Whenever a holiday falls during the time an employee is on paid sick leave, the holiday will be celebrated and that day will not be charged against his sick leave.

**SECTION VI. HOLIDAY DURING NON-PAID LEAVE**

Employees who are on leave of absence without pay will not be eligible for holiday pay.

**ARTICLE X**

**PAID LEAVES OF ABSENCE**

**SECTION 1. SICK LEAVE**

**A. ACCRUAL:** Employee shall receive five (5) sick days per year effective January 1<sup>st</sup> of the contract year and shall earn one (1) sick day per month from March through December for a total of fifteen (15) sick days per calendar year. During the first year of employment, employees shall earn one and one-quarter (1-1/4) sick days per month through December. Unused sick days shall accumulate for an unlimited amount of days subject to provisions of Article 6, Section III. Sick leave credits shall continue to accrue while an employee is on any leave with pay. Credits shall not accrue while an employee is on any leave without pay.

Employees who are unable to work for three (3) consecutive days or are ill and prohibited from working on the day before or after a holiday or scheduled vacation day, must present a doctor's note upon the arrival of the employees first day back at work verifying the illness and his/her inability to work during that time frame.

**B. CARRYOVER:** Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

**C. USAGE FOR APPROVED PURPOSES ONLY:** Sick leave may be utilized by employees only if they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected. In addition, at the discretion of the employer, sick leave may be utilized by the employee to attend a member of the immediate family ( if employee is absolutely needed) who is seriously ill and required the employees' care.

When an employee has no hours remaining of sick or personal time and calls in sick or personal time, if the employee has hours in vacation time available, vacation time will be charged for the time off.

## **SECTION II. PERSONAL DAYS**

**A. USAGE:** Effective January 1<sup>st</sup> of the contract year (3) personal days per year may be used on an as needed basis, unless requesting the day before or after a holiday. This must be submitted and approved five (5) days prior to the holiday for an excused absence.

An employee must submit a time out request slip upon their return to work stating the date the personal time was taken on an as needed basis, unless before or after a holiday or during a State of Emergency or snowstorm. The respective employee shall be paid their basic rate of pay for any such days of excused absence, which occur during their normal work week but in no event more than eight (8) hours for any one (1) day.

Personal Days shall be pro-rated upon separation and/or termination. Personal time is non-cumulative.

Personal Time cannot be used during a State of Emergency and/or snowstorm.

**B. FUNERAL LEAVE:** In the event of a death in the employee or the employee's spouse's immediate family (spouse, child, father, mother, sister, brother, in-laws, grandparents, stepparents and stepchild(ren), the employee will be granted a leave of absence with pay not to exceed five (5) days. For death of grandchildren, the employee will be granted a leave of absence with pay not to exceed two (2) days. For death of first aunts or first uncles, the employee will be granted a leave of absence with pay not to exceed one (1) day.

## **ARTICLE XI**

### **NON-PAID LEAVES OF ABSENCE**

#### **SECTION I. EMPLOYER'S DISCRETION**

All leaves of absence without pay shall be at the discretion of the Employer

#### **SECTION II. APPLICATION REQUIRED**

The employer may grant its permanent employees a leave of absence without pay up to six (6) months. The employer may, at his discretion, extend a leave of absence at the request of an employee.

### **SECTION III. OCCUPATIONAL INJURY**

An employee who is certified as absent on account of a disability or accident caused in the usual course of his employment shall not have such absence charged against his sick leave. All other provisions regarding absence on account of sickness or disability apply to employees suffering job disability or accident.

Workers Compensation – Any employee on sick leave and receiving his normal compensation, who in addition qualifies for payments under worker's compensation weekly benefits, shall during the period he is receiving such weekly benefits, be entitled only to that portion of his regular salary which, with the worker's compensation payments, equal his normal salary.

Personal days shall not accrue while on worker's compensation/disability. Personal time shall remain non-cumulative on a yearly calendar schedule January 1 – December 31 (one year). Personal time will be reinstated upon the employees return to full-time work.

### **SECTION IV. MILITARY LEAVE**

An employee (other than a temporary employee) who leaves a position with the Employer in order to be inducted in the armed forces of the United States, who completes his term of service satisfactorily and who applies for re-employment within ninety (90) days of the date of discharge will, if still qualified to do the job, be reinstated in employment in accordance with the re-employment rights provisions of "The New Jersey Soldier's Relief Act", N.J.S.A. 38:23C-1, et. Seq.; and the Federal "Uniformed Services Employment Rights Act", 38 U.S.C.A. sec. 4301, et. Seq.



An employee who is called to extended field training as a member of the National Guard or a reserve component of the Army, Navy, Marine Corps or Air Force may be granted up to a 2-week leave of absence from his or her position without loss of pay in a calendar year, provided he/she makes a written request for such leave and provides to the Employer a copy of his or her military orders. Such leave may be extended for up to a total of fifteen (15) working days in a calendar year in the event such military leave is required and not voluntary on the part of the employee, and shall be approved only upon receipt of written military orders.

An employee who is called into a period of service in the National Guard or a reserve component of the Army, Navy, Marine Corps or Air Force for longer than two (2) weeks will be placed on leave without pay, provided the employee makes a written request for leave without pay and provides to the Employer a copy of his or her military orders. Upon completion of his or her period of service, the employee will be reinstated in accordance with the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. ss. 2021 et seq.

## **SECTION V. JURY DUTY**

In the event an employee is called to jury duty, the employee will be granted time off as the court requires. Such absence from work will not be counted against the employee's regular vacation period or sick leave accumulation. The employee will be paid the difference in pay between jury pay and his/her regular pay only from the time required to serve on jury duty, and if there are times an employee is not scheduled for jury duty, then and in that case must report for work. All requests for jury duty leave must be filed with the Employer prior to the leave, subject to the Employer's right to verification.

**ARTICLE XII**

**VACATIONS**

**SECTION I. ELIGIBILITY**

All permanent covered employees shall accrue vacation leave based upon their years of continuous service.

**SECTION II. VACATION LEAVE ENTITLEMENT**

All full time employees are eligible for paid vacations after satisfactory completion of 365 calendar days of employment. Vacation pay will be calculated on the basis of an eight-hour day and all days set forth in this section are based upon an eight-hour day. These eight (8) hours will then be multiplied by the employee's hourly rate and that will determine his vacation pay. The number of vacation days and when they may be taken depend on the employee's length of employment. The number of employees on vacation at any one time will be within Employer's discretion. Employer will grant leave on seniority basis. No employee shall take more than 10 consecutive vacation days at one time. Effective in the 1998 year of contract are as follows:

Completion of one (1) year through completion of three (3)	Eleven (11) working days
4 <sup>th</sup> year	Fourteen (14) working days
5 <sup>th</sup> to 6 <sup>th</sup> years	Eighteen (18) working days
7 <sup>th</sup> to 9 <sup>th</sup> years	Nineteen (19) working days
10 <sup>th</sup> to 15 <sup>th</sup> years	Twenty-one (21) working days
16 <sup>th</sup> to 19 <sup>th</sup> years	Twenty-two (22) working days
20 <sup>th</sup> year	Twenty-six (26) working days

### **SECTION III. CARRYOVER**

Vacation allowance must be taken during the current calendar year at such time as permitted (January 1 – December 31).

If any part of the annual vacation leave is not taken within the calendar year because the Employer has denied the request, after two (2) consecutive vacation request denials an employee may carry a maximum of five (5) days vacation into the following year to be used during the time period of January 1 – January 31. Employee has the ability to sell back unused vacation time not used in the calendar year.

### **SECTION IV. VACATION ACCRUAL**

Vacation leave credits shall continue to accrue while an employee is on leave with pay.

## **ARTICLE XIII**

### **WAGES AND PAY**

#### **SECTION 1. PAYDAY**

Payday shall be established on a bi-weekly basis by the Employer and presented to the employees for their information.

#### **SECTION II. WAGES**

Each employee covered by this Agreement shall receive the wages as set forth on the attached Appendix A.

### **SECTION III. DEDUCTIONS**

All legal, public employees retirement system (PERS) and other authorized deductions shall be made from each employee's pay.

### **SECTION IV. VACATION AND PAID LEAVES**

The rate of pay for all leave time shall be the employee's regular straight time base rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period. An employee may receive his/her vacation check prior to taking said vacation as long as the authority is given a two (2) week notice.

## **ARTICLE XIV**

### **ADJUSTMENTS TO BASE WAGES**

#### **SECTION I. OVERTIME PAY RATES**

Time and one-half, except as noted, the employee's regular base rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hour (i.e., employees shall receive either their base rate of pay or overtime pay, not both):

**A. DAILY:** All work performed in excess of eight (8) work hours.

**B. WEEKLY:** All work performed in excess of forty (40) work hours.

**C. SATURDAY:** All work performed on a Saturday.

**D. HOLIDAY RATE:** All work performed on a holiday shall be paid for at eight hours pay for the holiday and one and one half (1 ½) times the regular rate for hours worked. There shall be no compensatory time off for holidays worked.

**E. DISTRIBUTION:** Overtime opportunities shall be distributed by seniority. It is understood that nothing in this clause shall require payment for overtime hours not worked.

**F. WORK DAY DEFINED:** Sick, vacation and holiday leaves shall be construed as workdays for the purpose of this section.

## **SECTION II. CALL-IN TIME PAY**

**FOUR (4) HOUR MINIMUM:** Any employee who is required and returns to work during periods other than his regular scheduled shift shall be guaranteed four (4) hours pay at the overtime rate unless it is contiguous to the normal work day. This section is applicable to all departments.

## **ARTICLE XV**

### **GRIEVANCE PROCEDURE**

Any grievance or dispute, which may arise between the parties, involving the application, meaning, interpretation or alleged violations of the terms and conditions of this Agreement, shall be settled in the following manner:

**STEP 1:** The Union Steward, with the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within five (5) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence, it shall be deemed abandoned.

**STEP 2:** If the grievance still remains unadjusted, it shall be presented by the President, or Union representative to the Director of the Road Department in writing within nine (9) days after the response of the supervisor is due. The Director of the Road Department shall meet with all parties involved within seven (7) days following such meeting.

**STEP 3:** If the grievance still remains unadjusted, it shall be presented to the Township Committee at its next regularly scheduled meeting. The Township Committee will respond to the grievance within ten (10) working days.

**STEP 4:** If the grievance still remains unadjusted, it shall be presented to the Public Employee Relations Commission for arbitration within seven (7) working days after the response of the Township Committee in Step 3 is due.

Should the Township require a meeting with an employee or when discipline may be imposed upon an employee, the employee shall be advised of his right to Union representation. If the employee requests representation, a Union representative will be present at the meeting.

Except by mutual agreement, all timeliness provisions of this Article must be complied with and failure to comply by either party will result in default by that party of its position unless either party can demonstrate justification of reasonable cause for failure to do so.

Arbitration expenses incurred will be shared equally by the parties.

A decision of the arbitrator shall be binding on both parties, unless appealed, and shall be rendered within thirty (30) days after hearing the dispute. Any appeal shall be sent to the Superior Court.

## **ARTICLE XVI**

### **TERM OF CONTRACT**

#### **SECTION I. TERM OF CONTRACT**

This Agreement shall become effective upon the signing of both parties and shall remain in full force and effect until midnight on December 31, 2007. Negotiations for a new contract shall be commenced on or about October 1, 2007 by notice by either party. Terms of this Contract shall be recognized by the parties after the termination date of this Contract until such time as a new Agreement can be reached.

#### **SECTION II. SEVERABILITY AND SAVINGS**

If any provision of this Agreement shall be held invalid by operating of law or by tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

#### **SECTION III. REOPENER CLAUSE**

If any provision of this Agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect during the duration of this Agreement.

The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TOWNSHIP OF OCEAN ROAD DEPARTMENT  
REPRESENTATIVE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CONSTRUCTION & GENERAL LABORERS  
UNION LOCAL 172 OF SOUTH JERSEY

WITNESS:

\_\_\_\_\_  
DOROTHY R. HORNER, RMC  
TOWNSHIP CLERK, WITNESS TO  
OCEAN TOWNSHIP COMMITTEE

\_\_\_\_\_  
DANIEL VAN PELT, MAYOR

\_\_\_\_\_  
ANTONIO FONSECA, COMMITTEEMAN

\_\_\_\_\_  
ROBERT KRAFT, DEPUTY MAYOR



**APPENDIX "A"**  
**SALARY SCHEDULE**

CLASSIFICATION	BASE SALARY					
	Jan. 1, 2005		Jan. 1, 2006		Jan. 1, 2007	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
a. Foreman/Roadworker/Recycling (working head of field operations)	\$40,799.72	\$41,964.79	\$42,431.71	\$43,643.38	\$44,128.98	\$45,389.12
b. Assistant Foreman/Road Worker Recycling (Assists Foreman in his duties)	\$39,268.81	\$40,407.61	\$40,839.56	\$42,023.91	\$42,473.14	\$43,704.87
c. Heavy Equipment Operator/ Road Worker/Recycling (operates any earth mover)	\$37,737.89	\$38,469.57	\$39,247.41	\$40,008.35	\$40,817.31	\$41,608.68
d. Light Equipment Operator/ road Worker/Recycling (operates tractors & rollers)	\$32,061.65	\$33,226.73	\$33,344.12	\$34,555.80	\$34,677.88	\$35,938.03
e. Truck Driver/Road Worker/ recycling (drive any truck over 26,000 GVW)	\$28,566.43	\$29,148.31	\$29,709.09	\$30,314.24	\$30,897.45	\$31,526.81
f. Laborer/Road Worker/ Recycling (all general laboring work)	\$24,372.17	\$25,071.21	\$25,347.06	\$26,074.06	\$26,360.94	\$27,117.02

\*CDL LICENSE - Any employee who acquired a CDL license after January 1st 2001 will receive a one time \$200 bonus.

**LONGEVITY PAY**

Completion of 4 Years	3% base salary
Completion of 9 Years	4% base salary
Completion of 12 Years	5% base salary
Completion of 14 Years	6% base salary
Completion of 19 Years	8% base salary
Completion of 24 Years	10% base salary

Longevity shall be paid as part of base salary.

Road Workers currently working from December 31, 2004 are considered "original workers".

Step 2 Progression:  
2005 - 1/3 Original Workers  
2006 - 1/3 Original Workers  
2007 - 1/3 Original Workers

After "original workers" are moved to Step 2 pay scale, any new or promoted employees will be hired at Step 1 and must complete three (3) consecutive years in assigned job title to progress to Step 2.