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**AGREEMENT**

**between**

**THE TOWNSHIP OF HILLSBOROUGH**

**and**

**TEAMSTERS LOCAL 469**

**BLUE COLLAR UNIT**

**JANUARY 1, 2011 THROUGH DECEMBER 31, 2014**

**ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.**  
**34 Mountain Boulevard**  
**Building A**  
**P. O. Box 4922**  
**Warren, New Jersey 07059-4922**  
**732-805-3360**  
**732-805-3346 (Fax)**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	3
I	RECOGNITION	3
II	DUES CHECK-OFF	3
IIA	AGENCY SHOP	4
III	MANAGEMENT RIGHTS	5
IV	MAINTENANCE OF WORK OPERATIONS	6
V	SAVE HARMLESS CLAUSE	6
VI	PROBATION	7
VII	HOURS OF WORK AND OVERTIME	8
VIII	SENIORITY, PROMOTIONS, JOB VACANCIES & TRANSFERS	8
IX	GRIEVANCE PROCEDURES	9
X	OVERTIME	12
XI	VACATIONS	14
XII	HOLIDAYS	17
XIII	LONGEVITY	18
XIV	PERSONAL LEAVE	18
XV	HEALTH BENEFITS	19
XVI	REST PERIODS	20
XVII	SICK LEAVE	20
XVIII	OCCUPATIONAL INJURY	23
XIX	NON-PAID LEAVES OF ABSENCE	23
XX	JURY LEAVE	23
XXI	BEREAVEMENT LEAVE	24
XXII	MILITARY LEAVE	24
XXIII	BULLETIN BOARD	25
XXIV	UNION REPRESENTATIVES	25
XXV	ACCESS TO PERSONNEL FILE	26
XXVI	RULES AND REGULATIONS	26
XXVII	EMERGENCY	27
XXVIII	LATENESS AND ABSENCE	27
XXIX	MEMBERSHIP PACKETS	27
XXX	WORK UNIFORMS	28
XXXI	CALL-BACK TIME	29
XXXII	WAGES	29
XXXIII	DISABILITY INSURANCE	33
XXXIV	SEPARABILITY AND SAVINGS	33
XXXV	FULLY BARGAINED AGREEMENT	34
XXVI	TERM OF AGREEMENT	34
APPENDIX A	JOB TITLES	35

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between THE TOWNSHIP OF HILLSBOROUGH, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and the TEAMSTERS LOCAL 469, (hereinafter referred to as the "Union").

NOW THEREFORE, it as agreed as follows:

## ARTICLE I

### RECOGNITION

A. The Township hereby recognizes the Union as the exclusive representative for collective negotiations concerning wages, hours of employment and other terms and conditions of employment as set forth herein for all Blue Collar (including Parks Department) employees in classifications appended hereto as Appendix A who are employed by the Township, excluding all supervisors, managerial executives, confidential employees and all other employees, except such additional classifications as the parties may later agree to include. Seasonal employees are not included in the recognition clause.

B. Unless otherwise indicated by the contents of this Agreement, the title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males as well as females.

## ARTICLE II

### DUES CHECK-OFF

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union members. Such deductions shall be made in compliance with N.J.S.A. 52:14-14-19(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office on or before the 15<sup>th</sup> of the month following the month in which deductions were made.

B. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.

C. The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated Township officials, as provided in N.J.S.A. 52:14-15 (e) as amended. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Union to the Township or any action taken by the Township under the provisions of the Article.

D. Any and all dues deduction notifications to the Township, pursuant to this Article, whether it is the initial notification or notice of a change, shall be forwarded to the appropriate Township official(s) on Union letterhead and signed by the appropriate Union official(s).

## ARTICLE IIA

### AGENCY SHOP

A. Any new employee(s) who do not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within thirty (30) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union.

B. All employees covered by this Agreement who are presently members of the Union will continue to at least pay a representation fee to the Union, as set forth in this Article, for the duration of the Agreement. All employees covered by this Agreement who remain in their current position and who are not members of the Union may continue not being members of the Union for the duration of the contract and will not be required to pay the representation fee, in accordance with State law, for the duration of the Agreement. All employees covered by this Agreement who are hired after December 1, 1985, as a condition of their employment, must at least pay the agency shop representation fee, as set out in this Article.

C. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Township by the Union.

D. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments.

E. It is understood that a person paying a fee under an agency shop agreement may obtain a rebate for that portion of his fee which is used for partisan political or ideological purposes.

F. The Union shall establish and maintain, at all times, a demand and return system as provided by N.J.S.A. 34:13A-5.5 (c) and 5.6 and membership in the Union shall be available to all employees in the unit on an equal basis at all times, except as noted above. In the event the Union fails to maintain such a system, or if membership is not so available, the Township shall immediately cease making said deductions.

G. The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township under the provisions of this Article.

H. Any and all agency shop deduction notifications to the Township pursuant to this

Article, whether it be the initial notification or notice of a change, shall be forwarded to the appropriate Township official(s) on Union letterhead and signed by the appropriate Union official(s).

### ARTICLE III

#### MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and/or of the United States, including, without limiting the generality of the foregoing and not limited to, the following rights:

1. Executive, management and administrative control of Township government and its properties, facilities, and activities of its employees who utilize personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to improve methods and equipment to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operations of the Township, and after advance notice thereof to the employees, the right to require compliance of the employees is recognized.
4. To hire all employees, to promote, transfer, assign, and/or retain employees in positions within the Township covered by this Agreement.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee covered by this Agreement for good cause according to law.
6. To lay off employees covered by this Agreement in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
7. The Township reserves the right, with regard to all the conditions of employment not reserved, to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, codes of conduct, and practices in furtherance thereof, and the use of judgment and discretion in connection

therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms hereof are in conformance with the Constitution or Laws of the State of New Jersey and/or of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40:1-1 et. seq., N.J.S.A. 40A:1-1 et. seq., or any other National, State, County, or Local laws or regulations.

#### ARTICLE IV

##### MAINTENANCE OF WORK OPERATIONS

A. The Union and employees covered by this Agreement hereby covenant and agree that, for the duration of this Agreement, neither the Union nor any person acting on its behalf shall authorize or support any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duty of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activities by the employee shall be deemed grounds for discipline including possible termination of such employee(s), which discipline may be imposed by the Township.

C. The Union and its members hereby agree that it will make every reasonable effort to prevent people covered by this Agreement from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same and immediately return to work and take such other steps as may be necessary under the circumstances to bring about compliance with this Agreement.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both, in the event of such breach by the Union or its members.

#### ARTICLE V

##### SAVE HARMLESS CLAUSE

The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders, or judgments brought or issued against the Township as a result of any action by the Township under the provisions of this Agreement.

## ARTICLE VI

### PROBATION

A. All employees hired on or after January 1, 2007 shall be subject to an initial probationary period of six (6) months. The purposes of said probationary period is to enable the Township to evaluate the employee's work performance and conduct in order to determine whether or not the employee merits permanent employment status. At any time during or at the end of the probationary period, the employee may be terminated for any reason whatsoever. The decision of the Township regarding the termination of employees who are probationary in status shall not be subject to the grievance procedure nor shall probationary employees have any other recourse in law or equity.

B. Notwithstanding the aforesaid, the Township Committee may, in its sole discretion, determine that there is a need for an additional three (3) month probationary period for a particular employee and assign said employee such additional period. In the event that such extension shall be given to an employee, and the Township later determines the employee has met the appropriate standards, the Township may, in its sole discretion, end the probationary period at any time, giving said employee the status of a permanent employee from the end of the first (1<sup>st</sup>) six (6) month period.

C. Personal days, vacation benefits, holiday pay and any other employee benefits given to permanent employees under this contract will begin to accrue for probationary employees after the three (3) months of service with the Township, but cannot be taken until after permanent status is obtained unless approved by the Township Administrator or designee. However, there are benefits given to permanent employees, which may also be granted to probationary employees during their term of probation as set forth in this Agreement.

D. During said first (1<sup>st</sup>) six (6) month period of probation, the employee shall not have any of the employee benefits given permanent employees unless set forth in this Agreement.

E. Probationary employees with three (3) or more months of service are eligible for holiday pay.

F. Irrespective of the provisions above, as a condition of continued employment with the Township, a probationary (new) employee must acquire a CDL A license within the first (1<sup>st</sup>) year of employment. If the employee fails to acquire a CDL A license in the time frame above, the employee will be terminated without recourse through the grievance and arbitration procedures of the collective bargaining agreement.

**ARTICLE VII**

**HOURS OF WORK AND OVERTIME**

- A. The work week shall consist of five (5) consecutive days. For payroll purposes, the work week shall commence every Monday morning at the employee's regularly scheduled starting time.
- B. The Township reserves the right to institute a standardized forty (40) hour work week for all employees covered under this Agreement.

**ARTICLE VIII**

**SENIORITY, PROMOTIONS, JOB VACANCIES & TRANSFERS**

A. Definitions

1. Seniority is defined as an employee's length of service with the Township beginning with the employee's latest date of commencing work with the Township.
2. Newly appointed probationary employees shall have no seniority and shall not be eligible for seniority in terms of this Agreement until they have completed the probationary period, seniority shall accumulate until there is a break in the employee's service.
3. A break in service occurs when an employee resigns, is discharged for cause, is on leave of absence, exclusive of sick leave, retires, or is laid off. An employee who is reinstated after a break shall commence their seniority as of the date of their return without any concern toward their prior service.
4. For purposes of this Agreement, an employee who is absent without leave for five (5) consecutive days or who fails to notify the Township regarding a return from any leave of absence, including sick leave, shall be considered to have resigned from the Township's employ.

B. 1. If new jobs are created or if vacancies occur of at least a thirty (30) working day duration, the Township shall determine the qualifications required for such position.

2. The Township agrees to post a notice of any new job or vacancy on the Union bulletin board for a period of five (5) working days. Such notice shall contain a description of the job, hours of work, rate of pay and location, and when the job shall be available. Employees who are interested, in order to be eligible for such job, must sign the notice. Any employee who fails to sign the notice shall not be eligible for the vacancy or position in question. Preference will be granted on



the basis of departmental seniority for Blue Collar positions, provided that the applicant has the necessary skills and ability to perform the work required as determined by the Township. However, all other employees are eligible to bid. If a bidder is a successful applicant for the position in question, said employee will be notified by a memorandum; and, thereafter, a notice will be placed on the bulletin board within five (5) working days after the expiration of the five (5) working days required for the posting of such notice.

C. Any employee so selected to fill such job shall be granted a training period of sixty (60) calendar days. If it shall be determined by the Township during this period that the employee is unqualified to perform the duties to which he is promoted, the Township shall place the employee in his former position or a position equivalent thereto. The promoted employee shall receive the rate for the job in question as of the day that person begins the training period. If removed from the position, during or at the end of the training period, the employee in question shall then receive the rate of the position to which the employee is assigned following his removal.

D. All permanent employees shall be given a forty-five (45) day written notice prior to layoffs. In the event of a layoff, Blue Collar workers with the most departmental seniority will have preference provided that they have the requisite qualifications, skills and ability to perform the work available. The determination of whether an employee has the requisite qualifications, skills and ability to perform the work available shall be within the sole discretion of management. Such determinations shall not be unreasonable, arbitrary, capricious or discriminatory.

E. The Township shall draw up an initial seniority list within thirty (30) days after the signing of this Agreement and such list will be posted on the Union bulletin board at that time. All employees covered by this Agreement who object to the said list shall inform the Township of said objections within thirty (30) days after the posting of such list. At the end of the thirty (30) day period, the list shall be binding on all employees. The seniority list will be updated every six (6) months.

## ARTICLE IX

### GRIEVANCE PROCEDURES

A. A grievance is a claim by an employee based upon and limited to an alleged violation of the express terms and conditions of this Agreement. Notwithstanding the above definition of "grievance", any dispute involving the following shall not be subject to this procedure:

1. Any matter, which, according to law, is beyond the power of the Township or the Township Committee.
2. Matters which have a specific remedy in law.

B. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue under the direction of his or her superintendent and supervisors, perform all assignments and adhere to all policies, procedures, rules and regulations of the Township, until such grievance and the effect thereof shall have been fully determined.

C. The purpose of this procedure is to secure, at the lowest possible level, an equitable settlement of the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department and having the grievance adjusted without the intervention of the Union.

D. Failure by management to communicate a decision at any step within the time limits set forth in the procedure shall be deemed a denial of the grievance and the grievance shall go to the next higher step.

E. Failure by the employee or the Union at any step to appeal the grievance to the next step within the specified time period shall be deemed a forfeiture of the right to process the grievance to the next higher step.

F. Steps of the Grievance Procedure.

The Steps shall be followed in their entirety unless any step is waived by mutual consent:

#### STEP ONE

1. An aggrieved employee shall institute action under this provision hereof, in writing, within twenty-one (21) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his supervisor for the purpose of resolving the matter informally. Failure to act within the said twenty-one (21) calendar days shall be deemed to constitute an abandonment of the grievance.

2. The supervisor, or his designee, shall render a decision in writing within fourteen (14) calendar days after the grievance is first presented to him, if it cannot be handled informally.

#### STEP TWO

If the grievance has not been resolved through Step One, the grievance shall be presented in writing to the department head, or his designee, within seven (7) calendar days after the supervisor's response is due. The department head shall respond in writing within seven (7) calendar days. In the event, the supervisor and the department head are

the same individual, Step Two will be omitted and the matter will proceed to Step Three.

### STEP THREE

If the aggrieved wishes to appeal the decision of the department head, or his designee, the grievance should be presented to the Township Administrator or his designee, within seven (7) calendar days after receiving the department head's or his designee's decision. The Township Administrator or his designated representative shall schedule a meeting to review the matter and shall present a decision, in writing, within fourteen (14) calendar days after the receipt of such grievance.

### STEP FOUR

If the grievance is not settled through Step Three, then the grievant may petition for final resolution of the grievance directly to the Township Committee. The request for resolution shall be filed, in writing, with the Township Clerk within seven (7) calendar days of the receipt of the Step Three decision. The Township shall then arrange a mutually acceptable time for a grievance hearing within fourteen (14) calendar days after the receipt of said request. The Township Committee shall hear only one (1) grievance on only one (1) issue per hearing. No multiple grievance hearing will be permitted unless by written consent of the Union and the Township prior to the commencement of the hearing. The Township Committee shall render a written decision within thirty (30) calendar days after the hearing.

### STEP FIVE

1. If the grievance is not settled at Step Four, the matter may be referred by the Union to arbitration within fifteen (15) working days of the decision at Step Four. An arbitrator shall be selected in accordance with the procedure of the Public Employment Relations Commission. For purposes of this Step Five of the Grievance Procedure, working days shall be defined as Monday through Friday, whether or not the employee works a Monday through Friday schedule.

The decision to refer a grievance to arbitration pursuant to this Step Five shall be within the sole discretion of the Union; the individual grievant(s) per se may not pursue a grievance beyond Step Four.

2. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.

3. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

4. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from, or in any way modify any of the terms

of this Agreement.

5. The decision of the arbitrator shall be in writing with reasons therefore and shall be binding up on the parties, subject however, to any applicable statutes and case law available to the parties.

6. Union Representation at the Grievance Procedure:

The employee may, at his option, be represented by the shop steward and/or the local president at Steps One through Three of the grievance procedure, and by the shop steward and/or local president and the Union representative at Step Four.

7. Either the Township or the Union may waive any steps of the grievance procedure, but said waiver can only be done in writing and with the consent of the other party in question.

8. The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

9. For suspension of more than one (1) day, the Township shall not impose such suspension for either five (5) days after its effective date or until the Union has the opportunity to appeal such to the Township Administrator, whichever comes first.

10. All suspensions shall be served within three (3) months of its occurrence at the discretion of the Public Works Director and/or Parks Director.

## ARTICLE X

### OVERTIME

1. A. Employees covered under this Agreement who work a forty (40) hour workweek will be entitled to be paid overtime at a rate of time and one-half (1 ½) times the employee's prevailing rate of work done in excess of forty (40) hours in each week. Paid holidays, paid sick days and paid vacation days may be counted toward the forty (40) hours for purposes of overtime with the number of hours per day being assigned to said paid leave days equalizing the number of hours in the employee's normal workday.

B. Employees who are required to work when the municipal building is closed due to an emergency will be paid overtime at the rate of time and one-half (1 ½) times the employee's prevailing rate of work.

C. Effective March 1, 2004, double time will be paid for every hour worked after sixteen (16) consecutive hours worked.

2. A. Hourly rates are to be computed based on a 2,080 hours per year basis, irrespective of leap year.

B. Pursuant to the Stipulation of Settlement in Brandt et. al. v. Hillsborough, the overtime hourly rate will be calculated on a total salary; i.e. base salary plus longevity pay.

C. In computing compensation for purposes of overtime, the nearest one-quarter (1/4) hour shall be the smallest fraction of an hour to be reported.

3. A. There shall be two (2) rotating seniority lists for overtime. One (1) list shall be for scheduled overtime and non-emergency overtime. The other list shall be for unscheduled overtime. While each list shall use a descending seniority list for overtime purposes, the DPW Superintendent or Parks Director, whichever is applicable, or their designee(s), shall be allowed to call in an employee due to his/her qualifications/abilities/licenses.

B. Scheduled overtime shall generally be defined as overtime assignments that the Township regularly knows about and will be scheduled at least one (1) month in advance.

C. The unscheduled overtime seniority list is to be used by DPW management for any overtime which does not meet the provisions of either paragraphs 3A and 3B above and paragraphs 3J and 3K below.

D. A list for scheduled overtime shall be created by employees volunteering in writing for the list on or before January 1 of each applicable year. Failure by the employee to submit his/her name to the lists shall render an employee ineligible for the scheduled overtime list during that year, unless the DPW Director or Parks Director, at their sole discretion, adds a volunteer to the scheduled overtime list, if a request to be added is made in writing by an employee wishing to volunteer, after January 1 of each applicable year.

E. The DPW Director or Parks Director, in their sole discretion(s), shall determine what constitutes scheduled overtime on an annual basis and non emergency overtime. All other overtime is therefore considered to be unscheduled.

F. Any employee on the scheduled overtime list who accepts a scheduled overtime list assignment and fails to show up for said assignment shall be subject to discipline, up to and including termination.

G. In addition to the scheduled overtime list, there shall be an unscheduled overtime list based on seniority and consisting of all DPW and Parks employees. Substitutions on the unscheduled overtime list will be permitted under limited

circumstances with prior notice to and approval by the DPW Superintendent and/or Parks Director, whichever is applicable, or designee(s). Assignment to unscheduled overtime will not impact on an employee's place on the scheduled overtime list.

H. Any employee or his/her listed substitute who fails to respond to an unscheduled overtime assignment shall be subject to discipline, up to and including termination.

I. There shall be no negative connotation to any employee who does not place himself/herself on the scheduled overtime list.

J. Irrespective of all of the above, all employees of the Township DPW shall be eligible for and required to be available for any and all emergency overtime as determined, in the sole discretion, by the Township Administrator and/or DPW Director and/or Parks Director, whichever is applicable or his designee(s).

K. Furthermore and irrespective of all of the above, those overtime assignments requiring specialized skill, as determined in the sole discretion of the Director of Public Works or Parks Director, whichever is applicable or their designee will not be subject to the unscheduled or scheduled overtime lists.

## ARTICLE XI

### VACATIONS

A. All permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods of a leave of absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned credit for vacation leave.

Vacations with pay shall be granted to employees as follows:

From commencement of work to December 31st of the year of appointment:

An employee shall accumulate one (1) day a month after the first two (2) months of employment, but said vacation days or pay does not vest until the employee has been employed six (6) months.

1 year through 5 years.....	10 working days
Upon completion of 5 <sup>th</sup> yr.....	15 working days
Upon completion of 10 <sup>th</sup> yr.....	20 working days
Upon completion of the 15 <sup>th</sup> yr.....	22 working days
Upon completion of 20 <sup>th</sup> yr.....	25 working days

All new employees hired on or after January 1, 2013 shall be covered by the following vacation schedule:

1 through 6 years.....10 days  
7 through 15 years.....15 days  
16 years and thereafter.....20 days

Effective upon the execution of a new collective bargaining agreement, vacation days shall commence at 12:01 AM on the vacation day(s) in question.

Requests for vacation leave between December 1<sup>st</sup> and April 1<sup>st</sup> must follow these procedures:

a. Effective January 1, 2013, two (2) employees per week can be out on vacation leave with a maximum of seven (7) consecutive work days vacation leave for each employee during the period above. Said two (2) employees shall not be subject to call-back or emergencies unless a State of Emergency is declared by the Governor.

b. Effective January 1, 2013, up to four (4) employees may be allowed off on vacation leave on any day during the period above, but shall be responsible for recall/call-back emergencies if such occur(s) on their vacation day(s). Failure to appear while on said vacation leave during the period above shall subject the employee to the following discipline:

(1) 1<sup>st</sup> failure to appear -- three (3) working days suspension

(2) 2<sup>nd</sup> failure to appear -- termination

The discipline (1<sup>st</sup> and 2<sup>nd</sup> failure to appear) shall only cover the period above; if the employee only has one (1) failure during the period and then a second (2<sup>nd</sup>) failure during a new period, the second (2<sup>nd</sup>) failure shall be considered a first (1<sup>st</sup>) failure in the new season. If the employee produces a doctor's note as to a failure to appear that the Township believes to be justified, then the discipline shall not be imposed.

The provisions herein shall be modified to take into account the following:

"If a senior man elects his vacation and agrees that he will be available for call outs during his vacation period, he shall not occupy one (1) of the slots in §A(b) herein and his no call-in slot shall be available to the next junior man. Single day vacation requests can be considered as part of the time off request eligibility/approval under §A(a) and/or §A(b) herein."

c. In addition, at the sole discretion of the DPW Director and/or Parks Director, whichever is applicable, a third (3<sup>rd</sup>) employee may be allowed a vacation leave, during the period of December 1<sup>st</sup> and April 1<sup>st</sup>, for a maximum of seven (7) consecutive work days vacation leave based on seniority.

d. Employees may be permitted, at the sole discretion of the DPW Director or Parks Director, to take more than seven (7) days vacation leave during December 1<sup>st</sup>

through April 1<sup>st</sup> time period. No more than seven (7) work days may be taken consecutively.

B. An employee shall receive vacation time in accordance with the anniversary date in any calendar, regardless of when during the year the anniversary falls. If an employee leaves the employ of the Township in a year in which he changes steps in the vacation schedule, but prior to reaching his anniversary date, any extra vacation time taken but not yet earned will be owed to the Township and his pay will be adjusted accordingly. The rate of vacation pay for employees shall be the employee's regular straight time rate of pay in effect for the employee's regular job and the pay day immediately preceding the employee's vacation.

C. All vacations must be taken during the current year and may not be accumulated. However, if an employee is unable to utilize his full vacation entitlement because of needs of the Township, and with the approval of the Township Administrator, the employee shall be permitted to carry over a maximum of five (5) unused vacation days into the following year. The unused vacation carry-over must be taken during the year of carry-over or it will be forfeited.

D. All earned vacation credits which are not used due to retirement, retirement due to disability, or death shall be paid to the employee or his next-of-kin on the retirement, disability retirement, or death of the employee.

E. All vacations must be scheduled and approved by the Township Administrator or his designee. It is his responsibility to schedule individual vacations so that the activities of the Township may be carried out without interruption or inconvenience. Employees with seniority within the Township will be given first preference in assignments of vacations insofar as possible depending upon the departments in which the employee is working and the needs of the Township. In order to exercise seniority in vacation selection, all blocks of time or individual days must be scheduled between January 1<sup>st</sup> and March 1<sup>st</sup>. After March 1<sup>st</sup>, vacation time shall be scheduled on a first come basis.

F. In the event an employee has used vacation which was not earned, at the time of his resignation or termination, the Township shall be reimbursed for said unearned vacations days.

G. Pay in lieu of vacation will not be granted by the Township.

H. When an employee is out due to illness and has no accumulated sick leave to cover such illness, he may apply any unused vacation leave to cover said lost days due to illness.

I. Employees called back to work while on vacation shall receive pay at the rate of one and one-half (1 ½) times the employee's regular time for the period worked and another vacation day will be scheduled in accordance with the normal terms of the within policy.



ARTICLE XII

HOLIDAYS

A. There shall be fifteen (15) paid holidays during the term of this Agreement. The following days will be recognized as holidays under this Agreement:

New Year's Day	Labor Day
Dr. Martin Luther King Day	Columbus Day
Lincoln's Birthday (see below)	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day preceding Christmas Day
Independence Day	Christmas Day

Employees covered by this Agreement shall be entitled to one (1) Floating Holiday in lieu of General Election Day. Lincoln's Birthday shall become a personal day effective January 1, 2014.

B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday.

C. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday.

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

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

F. In order to qualify for holiday pay, employees must work their scheduled work day immediately preceding and scheduled work day immediately following the holiday or holiday weekends unless on excused absence.

G. All authorized work performed on a holiday shall be paid for at double time the employee's regular time plus that holiday pay to which the employee is entitled.

H. If a special holiday, not covered by this or any other contract/Agreement, is declared by the Mayor and the Township Committee, unit members shall be entitled to such holiday in addition to those listed in this Agreement.

I. If the President of the United States declares a national holiday or a national day of mourning, public works employees shall either be entitled to the holiday off or holiday pay at the Township's discretion.

J. Employees entitled to a Floating Holiday shall use such in the same manner as vacation leave; however, they shall not be permitted to carry such over from year to year.

**ARTICLE XIII**

**LONGEVITY**

A. All full-time Township employees, in addition to the annual salary, shall be paid with their base pay during each pay period longevity payments based upon the following scale:

<u>Years Completed</u>	<u>Percentage of Base Salary</u>
Upon completion of 5 years.....	2% of base salary
Upon completion of 10 years.....	4% of base salary
Upon completion of 15 years.....	6% of base salary
Upon completion of 20 years.....	8% of base salary

B. There is hereby established a new longevity schedule for employees hired after May 23, 1995 as follows:

<u>Years Completed</u>	<u>Percentage of Base Salary</u>
Upon completion of 5 years.....	1% of base salary
Upon completion of 10 years.....	2% of base salary
Upon completion of 15 years.....	3% of base salary
Upon completion of 20 years.....	4% of base salary

C. Effective January 1, 2013, all employees hired after said date shall not be entitled to longevity.

**ARTICLE XIV**

**PERSONAL LEAVE**

A. In regard to personal leave, the following regulations apply:

1. All personal days must be requested in writing at least two (2) full working days in advance except in cases of emergency.

2. All employees covered by this Agreement shall be eligible for ~~three (3)~~ <sup>four (4)</sup> days, effective January 1, 2014, personal leave per year, with pay, for personal matters concerning the employees as delineated below. There shall be ~~two (2)~~ <sup>three (3)</sup> days personal leave per year prior to January 1, 2014.

3. Employees are required to submit a form provided by the Township and said granting of leave shall not interfere with the efficient operation of the Township.

*Handwritten notes and initials:*  
- Four (4) days  
- three (3) days  
- PB

4. One or more of the following categories are eligible reasons for taking personal days:

- a. Death (except as indicated in Article XXI).
- b. Court orders.
- c. Religious observances.
- d. Personal affairs of a non-recreational nature and personal affairs or professional affairs which cannot be carried out after scheduled work hours.

B. Personal leave shall not be accumulated from year to year.

C. If an employee received written approval for a non-emergency personal day and prior to it being taken, the DPW Superintendent or Parks Director or their designee(s) rescinds such approval and the employee is then unable to use that rescinded day during the calendar year in question, the employee will be allowed to carry over that one (1) day into the following calendar year for use. If said carry over day is not used during the following calendar year, it will be lost.

## ARTICLE XV

### HEALTH BENEFITS

A. The Township shall provide to each member covered under this Agreement full coverage as currently in existence. Coverage shall be extended to the entire family of the employee, including spouse, and all unmarried and unemancipated children, whether naturally borne or adopted and any step-children, who have not yet attained the age of twenty-three (23) years, and are actually members of the employee's immediate household.

B. Deductions and co-pays under NJSHBP are subject to the SHBC and are outside the jurisdiction of these negotiations and members of the bargaining unit shall be bound by such.

C. Effective January 1, 2004, a voluntary "opt-out/opt-down" plan for dual coverage employees shall be established for health and dental insurance with the employee receiving twenty-five percent (25%) of the applicable premium for such voluntary opt-out or \$5,000.00, whichever is less. Any employee who opts out in accordance with this Article shall be given the opportunity to re-enroll during the open enrollment period and to automatically re-enroll if their spouse's coverage is terminated. Prior to allowing an employee to opt-out, the employee must show proof of alternate insurance coverage. An employee who opts out for a period less than a full year shall be entitled to receive a pro-rata share of the applicable premium.

D. The Township reserves the right to change insurance carriers and/or self-insurance so long as substantially similar benefits are provided.

E. Effective May 21, 2010, each bargaining unit employee shall pay 1.5% of their pensionable base salary as a health care contribution.

F. Effective June 28, 2011, each bargaining unit member shall pay the applicable health insurance premium contributions under the provisions of P.L. 2011, c. 78. This shall also apply to retirees as permitted under the law.

## ARTICLE XVI

### REST PERIODS

A. Employees within this bargaining unit may take two (2) coffee breaks (one (1) in the morning and one (1) in the afternoon) of not more than fifteen (15) minutes each for each day of work at times scheduled by the applicable Superintendent/Director or designee.

B. A rest period may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

C. Employees may take a coffee break of not more than fifteen (15) minutes after working more than three (3) hours during an emergency situation.

D. Breaks shall not be combined to produce a longer meal period or taken before or after the meal period nor may breaks be used to shorten the actual period in which the work is occurring or could occur.

## ARTICLE XVII

### SICK LEAVE

A. Sick leave shall be defined as an absence of an employee from post or duty because of illness, accident, or exposure to contagious disease. An employee shall not be eligible for sick leave under this Agreement if the accident or injury occurs while the employee is being employed by a company or organization other than the Township of Hillsborough. Sick leave may be taken for illness of a member of the immediate family which is understood to mean spouse, children, or parent.

B. Regular, permanent full time salaried employees of the Township shall be eligible to accumulate sick leave on the basis of one (1) day for each month worked, to a maximum of twelve (12) days per year. In the first year of employment, employees shall be entitled to two (2) days of sick leave after they have worked for two (2) months and one (1) day of sick leave for each month thereafter. Sick leave credit shall not accumulate while an employee is on leave whether with or without pay. Part-time, temporary and probationary employees shall not be entitled to sick leave.

C. The Township may require proof of illness from the employee on sick leave

where such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In cases where illness is of a recurring or chronic nature, causing recurring absences of one (1) day or less, the Township reserves the right to require competent medical evidence at the Township expense to be submitted prior to the reinstatement of said employee and also reserves the right to have the employee examined by the Township physician before returning to duty.

#### D. NOTIFICATION

1. All absences due to illness or disability shall be reported immediately by or for the employees to the Township Administrator or the department head, or his designee, with the indication of the expected duration of such illness or disability. An employee shall notify his immediate supervisor within one-half (1/2) hour prior to the start of the regularly scheduled shift that the employee is going on sick leave.

2. Failure to report absences on the part of any employee may be cause for disciplinary action and may result in the employee's pay being docked for the day.

3. If an employee is unable to report such illness, a relative or other responsible person shall notify the Township of all pertinent facts.

4. Members of the Township covered by this Agreement, when sick or injured, shall be responsible for notifying their supervisors as to their place of confinement or any subsequent change in their place of confinement. If unable to report such, a relative or other responsible person shall notify the Department with all pertinent facts.

E. Sick days are not accumulated in advance of time earned. Sick leave not used in a calendar year shall accumulate into the following year, but no payment shall be made upon employee termination or at any time for unused sick leave which the employee has accumulated, except as hereinafter set forth.

F. When an absence due to illness or injury does not exceed three (3) consecutive days, normally the employee's statement of the cause will be accepted without a supporting statement by the attending physician. Any absence due to illness or injury in excess of three (3) consecutive days may, in the discretion of the Township Administrator, department head, or their designee, require a written statement from the attending physician. The Township also reserves the right to require the employee to be examined by the Township physician and certified as fit for duty before returning to work.

G. An absence due to illness on a Monday or a Friday or the day preceding or following a paid holiday may require written statement from the attending physician where the Township has previously notified the employee of such requirement. Except as otherwise provided by law, any employee covered by this Agreement who shall be absent from duty without just cause or leave of absence for the continuous period of five (5) days, shall cease to be an employee of the Township.

H. No employee, while on sick leave from the Township, shall be elsewhere or otherwise employed or engaged in any outside work or employment whatsoever.

I. The Township may, at its discretion, schedule medical examinations for all Township employees annually, or more frequently, if the Township deems it necessary.

J. Employees shall be permitted to accumulate unused sick leave during an employee's tenure for purposes of receiving terminal pay at time of retirement, resignation and/or layoff, not termination for cause. Upon any employee leaving Township service as denoted above, any accumulated sick leave shall be paid to the employee based on the rate of one (1) day's compensation for each three (3) days of accumulated sick leave to a maximum of Seven Thousand Five Hundred (\$7,500.00) Dollars. If an employee dies prior to his leaving service, the accumulated sick leave benefits due him shall be paid to his estate at the same rate calculations as if the employee had retired. Employees must be "vested" in order to be eligible, which is defined as at least ten (10) years of continuous service to the Township. For all employees hired on or after January 1, 2013, vesting eligibility shall occur after twenty-five (25) years of continuous service with the Township.

K. Employees who at the end of the calendar year have not utilized any sick days during the preceding twelve (12) calendar months will receive a cash payment in January of \$100.00. Those employees who have utilized three (3) or less days during the same time will receive a \$50.00 cash payment.

L. Once all accumulated sick leave has been used for a sickness, the employee may apply any unused vacation leave to cover such sickness.

M. If an employee sustains a work related injury or work related illness, he will be continued without loss of pay for a maximum of one (1) year from the date of the disability or accident. An employee will be eligible for such leave of absence if it is due to a job injury as defined in the New Jersey Workers Compensation Law. Payments which an employee receives pursuant to provisions of the Workers Compensation Law or temporary disability laws shall either be remitted to the Township or used as an offset to full salary payments.

N. Members of the Township who absent themselves in an improper manner shall be subject to disciplinary action being preferred against them, up to and including termination.

O. Employees covered by this Agreement, under certain qualifications, will be entitled to receive a physical provided for the Township. Persons over the age of 40 will be entitled to receive one (1) physical per year paid for by the Township. Employees under the age of 40 will be able to receive one (1) paid physical every three (3) years. To be eligible for such physicals, employees must have such physical performed by the Township designated physician and must be cleared by the Township Administrator prior to the physical taking place. In addition, no other person, other than the employee, will be

entitled to such physical and only while in the employ of the Township. Said request for physical must be in writing to the Township Administrator in order to be eligible to receive approval for such.

#### ARTICLE XVIII

##### OCCUPATIONAL INJURY

A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury as defined in New Jersey Workers' Compensation Law, will be reimbursed to the date of the injury, when substantiated by the Township physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workers' Compensation paid under the New Jersey Workers' Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one (1) year from the date of injury.

B. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits. There shall be no accrual of sick leave, vacation leave, holiday pay and personal leave during any off the job injury/illness leave.

#### ARTICLE XIX

##### NON-PAID LEAVES OF ABSENCE

A. All leaves of absence without pay shall be at the discretion of the Township Committee.

B. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with seniority continued retroactively, exclusive of the period of absence, and no loss of other employee right, privileges, or benefits, provided, however, sick leave, vacation leave, holiday pay and longevity shall not accrue.

#### ARTICLE XX

##### JURY LEAVE

A. Any permanent full-time employee covered by this Agreement who is required to serve on a jury shall be granted a leave of absence with pay to serve on said jury. During the time that he is serving on said jury, the employee shall receive his pay from the Township. The amount of pay paid by the Township shall be the difference between full pay and jury pay. The employee shall be paid only for actual time required to serve on jury duty, and, if there are times the employee is not scheduled for jury duty, then he must report for work. If excused before 11:00 AM for that day, the employee shall report

for work.

B. All requests for jury leave must be filed with the department head within three (3) days from receipt of the summons. Certification of jury service following jury duty shall be submitted to the department head and placed in the employee's Personnel History file.

## ARTICLE XXI

### BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the date of death or the day of the funeral, but in no event shall such leave exceed four (4) working days.

B. The term "immediate family" includes wife, husband, daughter, son, father, mother, brother, sister, grandfather, grandmother, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-brother, step-sister, step-child, domestic partner or relative who is regularly living in the employee's household.

C. All employees covered by this Agreement shall be entitled to one (1) work day leave without loss in pay to attend the funeral of anyone in the "non-immediate family" which is defined to mean the employee or spouse's aunt uncle, niece nephew or spouses' grandparents. Said day shall be the day of the funeral, unless the funeral occurs on a Saturday or Sunday, then the employee shall be absent on the next working day.

D. In no event shall employees be paid for more than eight (8) hours in any one (1) work day and such bereavement leave pay shall be at employee's regular rate. Proof of death shall be submitted by the employee to the Township to qualify. If a member of the employee's family is buried outside the State of New Jersey and the employee does not attend said funeral, then the employee will receive only one (1) day's paid leave.

E. It is the intention of this Article that an employee will suffer no loss of regular pay for the time period specified above. In the event, however, the employee is already receiving payment in the form of vacation pay or other compensation from the Township, bereavement leave will not be granted.

## ARTICLE XXII

### MILITARY LEAVE

A. Any full-time employee covered by this Agreement who is a member of the United States Reserves, or a State National Guard, and is required to engage in annual active duty training, shall be granted a leave of absence in accordance with applicable State Law.



B. The employee shall be entitled to be paid the difference between his regular Township salary and his military pay, if the military pay is less than his regular base Township pay for the period of military leave.

C. Such leave shall not exceed fifteen (15) consecutive days of training.

### ARTICLE XXIII

#### BULLETIN BOARDS

A. The Township shall provide a bulletin board in the Blue Collar area for the purposes of Union business.

B. Notice of Union meetings, official Union business, Union social, recreational and educational events shall be the material posted by the Union. A seniority list of employees covered under this contract shall also be posted. Such notices shall be signed by a Union officer prior to posting and must be on Union letterhead. No notices of a political nature or notices disrespectful to the Township or officials of the Township shall be posted on said bulletin boards.

### ARTICLE XXIV

#### UNION REPRESENTATIVES

A. A representative of the Union shall be admitted to the premises of the Township.

B. The Township recognizes and shall deal with the accredited Union President or his designee in all matters relating to grievances and interpretation of this Agreement.

C. A written list of the Union Officials and Stewards shall be furnished to the Township immediately after their designation and the Union shall notify the Township promptly of any changes of such Union Stewards or Officials.

D. The Township agrees to recognize a maximum of two (2) Stewards selected by the Union. The Union President or his designee shall be granted a reasonable amount of time during regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township and the investigation and presentation of grievances in accordance with the provisions of the Agreement. Both parties agree that if it is necessary for the President or his designee, to perform any of such duties during his work time, the President, or his designee, shall be released from work by his supervisor when it is convenient to the Township and only to the extent necessary to make the investigation and for conferring with the Township representative. Neither the President nor his designee shall leave their work without first obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

E. The President or his designee is authorized to investigate, present, and process

grievances on or off the premises, provided such activity is not disruptive of any work in which he is engaged and subject to the necessity of maintaining his schedule and not disrupting the schedule or manpower of any other member of the bargaining unit who may be involved in the grievance.

F. Any settlement of a grievance by the President or his designee and the employee's supervisor involved in the dispute shall be reviewable by the Township and the Union at the request of either and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

## ARTICLE XXV

### ACCESS TO PERSONNEL FILE

A. An employee shall within five (5) working days of a written request to the Personnel Department, have an opportunity to review their personal folder in the presence of an appropriate official of the Personnel Department or its designee to examine any criticism, commendation or any evaluation of his work performance or conduct prepared by the Township during the term of this Agreement. They shall be allowed to place in such a file a response of reasonable length to anything contained therein.

B. The contents of the employee's personal history file shall not be made public unless required in disciplinary proceedings, by court order or by subpoena process in a judicial proceeding or as otherwise required by law.

C. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the contents of the evaluation unless such agreement is stated thereon.

D. The contents of a written evaluation of an employee shall not be subject to the grievance procedure, but said employee may confer with the Personnel Committee of the Township Committee and any determination by said Personnel Committee shall be non-grieveable.

E. The Township shall maintain only one (1) set of personnel records and it shall be maintained by the Township Clerk.

F. Before any disciplinary action is placed in an employee's personnel, said employee shall be notified of such action in the presence of an Union Steward or President if the employee so desires.

G. The Union Shop Steward shall receive a copy of all disciplinary letters placed in an employee's personnel file.

**ARTICLE XXVI**

**RULES AND REGULATIONS**

- A. Copies of all Rules and Regulations shall be posted on the bulletin board.
- B. Where any rules, regulations or policies are in conflict with the express provisions of this Agreement, then the express provisions of this Agreement shall govern.

**ARTICLE XXVII**

**EMERGENCY**

- A. 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. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy.
- B. The determination as to what conditions constitute an emergency will be at the discretion of the President, the Governor or the Mayor and/or their designees and will not be subject to the grievance procedure.
- C. Use of a pager system will be put in place in case of emergency situations.

**ARTICLE XXVIII**

**LATENESS AND ABSENCE**

- A. Employees have the responsibility to notify their supervisors prior to the beginning of their assigned shift if they are to be tardy or absent. A supervisor may be notified using the voicemail system. If, for some reason, the employee is unable to call prior to the beginning of his shift, he must make notification within the first one-half (1/2) hour of his assigned shift to advise them of the fact.
- B. If an employee fails to notify said supervisor that he is tardy or absent, he may be subject to discipline and/or the loss of pay for the period of time during which he is either tardy or absent.

**ARTICLE XXIX**

**MEMBERSHIP PACKETS**

- A. The Union may supply kits or packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the Township and the Union.

B. The Union agrees to distribute such membership kits or packets to new employees during the initial phase of employment but only during non-working hours.

### ARTICLE XXX

#### WORK UNIFORMS

A. The Township will annually supply to all Blue Collar Workers new uniforms which shall consist of the following:

- 7 Shirts
- 7 Pair Pants
- 5 t-shirts
- 2 Coveralls (one (1) could be insulated)
- 1 Knit Hat
- 1 Pair Rubber Boots
- 2 Pair safety shoes per year (see safety shoe allowance below)
- 1 Pair Rain Gear
- 1 Pair Gloves (more if needed at the discretion of the DPW Director)
- 1 Vest
- 1 Hooded Sweatshirt
- 2 Jackets
- 1 Pair Winter Gloves (more if needed at the discretion of the DPW Director)

Safety shoe allowance:

2011-2014.....\$325.00/year

B. The Township will annually provide a uniform cleaning allowance as follows:

2011-2014.....\$400.00/employee

C. The Township will provide eye and ear protection.

D. The Township will provide first aid/eye wash kits, fire extinguishers and hand wash in trucks.

E. The Township agrees to replace all uniforms that are worn out or damaged beyond repair during the course of duty if the road supervisor deems it necessary. In order to receive a replacement uniform, the employee must turn in the old/damaged beyond repair uniform to the Township.

F. New employees will begin receiving uniform cleaning allowance upon completion of the probation period. Employees will receive the uniform cleaning allowance in quarterly installments. Quarterly installments will be paid during the first pay period in January, April, July and October.

G. Employees leaving the Township's employment within six (6) months of receipt of the annual uniform supply will be required to return that year's uniform supply in good condition. Such uniforms may be used for reassignment in a following year when agreeable to the Township and the Union.

H. The annual "boot/shoe allowance" as specified in Section B above shall be paid in full no later than the first pay period of February.

## ARTICLE XXXI

### CALL-BACK TIME

A. Any full time employee who is called back to work, which is not contiguous to their regular shift, shall be guaranteed a minimum of two (2) hours at time and one-half (1 ½) pay. Such employee shall be required to work all hours, in addition to the two (2) hour minimum guarantee, which are required by the employees' supervisor.

B. When an employee is required to work more than four (4) hours past the normal work day, he/she shall be entitled to a one-half (1/2) hour non-paid break.

C. Employees with excused absences (sick, personal, vacation) (as modified in Article XI above) can not be called back to work, except as defined in this Agreement. In a situation where an employee called back to work is out on a sick leave, the Township may require proof of illness as more specifically set forth in Article XVII (C) of the within Collective Bargaining Agreement.

## ARTICLE XXXII

### WAGES

A. The Township will pay each employee at the end of each two (2) week period. Payroll shall be calculated on the basis of 2,080 hours in each year which this Agreement covers. (See Article XXXII, Section F and Article X Overtime) Overtime earned in any one pay period will be paid at the next pay period.

B. The following eight (8) categories of employees, as amended below, are utilized for the purpose of computing wages for the life of this Agreement:

1. Public Works Worker I through IV
2. Equipment Operator I
3. Equipment Operator II
4. Mechanic I
5. Mechanic II
6. Senior Mechanic
7. Journeyman Electric I

8. Journeyman Electric II

C. Wages for employees of the Public Works Department shall be as follows:

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
PUBLIC WORKS WORKER 4	\$49,845	\$50,593	\$51,352	\$52,122
PUBLIC WORKS WORKER 3	\$39,305	\$39,895	\$40,493	\$41,100
PUBLIC WORKS WORKER 2	\$36,015	\$36,555	\$37,103	\$37,660
PUBLIC WORKS WORKER 1	\$30,015	\$30,465	\$30,922	\$31,386
MECHANIC 1	\$52,266	\$53,050	\$53,846	\$54,654
EQUIPMENT OPERATOR 1	\$52,266	\$53,050	\$53,846	\$54,654
JORNEYMAN ELECTRIC 1	\$52,266	\$53,050	\$53,846	\$54,654
MECHANIC 2	\$58,028	\$58,898	\$59,781	\$60,678
EQUIPMENT OPERATOR 2	\$57,359	\$58,219	\$59,092	\$59,978
JOURNEYMAN ELECTRIC 2	\$58,028	\$58,898	\$59,781	\$60,678

In order for an employee to be eligible for any retroactive pay increase(s), the employee must be on the payroll at the time of execution by both parties of the Memorandum of Agreement.

SENIOR MECHANICS: All Senior Mechanics shall receive One Thousand (\$1,000.00) Dollars in addition to their regular pay per year at the discretion of the Public Works Director.

Initial hires promoted to the position of Journeyman Electric shall start as Journeyman Electric 1 and serve a ninety (90) day probationary period in said position. At the completion of a twelve (12) month period from the initial appointment, the employee shall move to Journeyman Electric 2. Appointment to this position will be through the process contained in Article VIII, Seniority, Promotions, Job Vacancies and Transfers, §B(2) of this Agreement.

D. Individuals who have not reached the maximum step for either the new Public Works Worker IV or Equipment Operator II or Mechanic II or Journeyman Electric II shall receive the yearly salary increase(s) as of January 1, 2011 or other applicable January; and, on the anniversary date of hire; or, the promotion date of a Public Works Worker to Equipment Operator or Mechanic, they will receive the applicable step

increase. For example, an employee hired at PWW I on February 10, 2011 will receive their 2012 salary increase on January 1, 2012 and then the step increase on February 10, 2012.

E. All employees covered by this Agreement shall be reimbursed for the cost of the Commercial Drivers License and all subsequent renewals.

F. In addition, beginning in 2007, annual salary will be paid on the basis of twenty-six (26) equal pays during the calendar year. In 2014, annual salary will be paid on the basis of twenty-seven (27) equal pays during the calendar year, such change having no effect on the hourly rate for overtime calculator as outlined in Article X. For the period from 2015 through 2020, the twenty-six (26) pay period will be used. The twenty-seven (27) pay period system shall be used in 2021 and the overall system herein will be repeated every seven (7) years.

G. Beginning December 1st and ending March 31st of the following year, during the term of this Agreement for the period of Friday from 3:31PM to the following Monday at 6:59AM, members of the bargaining unit shall be entitled to the eligible for winter emergency compensation. The program shall be as follows:

(1) Large Truck Driver Regular Group:

(a) Persons in this group who are eligible for such agree to work all emergency overtime during the period set forth above. The worker assigned to the Municipal Complex on a regular basis is also included in this group. If all members of this group attend all emergencies during all the months set forth above, each employee, at their sole option, shall either receive two (2) day's pay and one (1) day off or three (3) days pay. If a member of this group is either out sick or unavailable due to an emergency, it will be the responsibility of the Township to find a replacement. If a member of this group is on vacation either Friday or Monday, it will be the responsibility of the employee to advise the DPW Director if the employee will be available for Saturday and/or Sunday work; it will be the responsibility of the Township to find a replacement for the applicable day(s). Any time off must be used between May 1st and the following April 30th or it will be forfeited; any pay to be received will be received in the second (2nd) paycheck in May.

(b) Employees in this group seeking to switch off of this assignment are solely responsible for finding a replacement, other than for emergency, sick or vacation leave, and coordinating such with all Township officials. The employee seeking a switch off can not use anyone in this group for that weekend. If an employee switches off more than two (2) times during December through March, he will not be entitled to the pay/time off set forth above.

(2) Rotation Groups:

- (a) All other employees in the bargaining unit not covered by the group above shall be assigned to work winter emergencies by seniority in the Township. Each group will be assigned to a weekend on a rotating basis and assigned group drivers must report when called, except as noted below. All personnel in the rotation group will gain either one (1) day off and one (1) day's pay or two (2) day's pay, at the sole option of the employee, if there is one hundred (100%) percent attendance when called during the rotation period. The time frame for taking time off and/or getting paid shall be the same as in Section 1(a) above.
- (b) Mechanics and Equipment Operators (actually holding the title) will also be in the rotation group and eligible for the same pay/time off as set forth in Section 2(a) above if all members of the rotating group, not just mechanics and equipment operators.

- H.
- (1) Effective upon the execution of this collective bargaining agreement; the Township will establish a program by which members of this bargaining unit will be eligible to operate equipment under the auspices of the Parks/Public Works Departments in addition to specifically designated Equipment Operators. Under this initial program, any employee interested in participating in this program will be required to sign up within fourteen (14) calendar days after the execution of the collective bargaining agreement for consideration; otherwise they will be ineligible for the initial program. In the future, the Township will, in its sole discretion, decide whether to open up the program to additional eligibles; however, there shall be no more than one (1) program class conducted in any calendar year.
  - (2) If an employee signs up for this program, to be eligible for the compensation portion and to be designated an operator, as set forth below, the employee must successfully pass both a written examination and a practical test on the actual equipment itself. If an employee fails the written examination, he shall not be eligible to take the practical test on the equipment. If an employee fails the practical test on the equipment, he shall not be eligible for the provisions of the compensation portion below or being eligible to operate equipment.
  - (3) If an employee passes both aspects of the testing process, he shall be eligible for annual compensation for being able to operate equipment, but the employee shall not be designated an Equipment Operator or receive the compensation set forth in the salary guide of the collective bargaining agreement between Teamsters Local 469 and the Township for Equipment Operator. The Township will establish a pool of monies in the amount of Thirty Thousand (\$30,000.00) Dollars to fund annual stipends, in accordance with the provisions herein, for those who become operators under the program. No employee who becomes an operator under this program shall



receive an annual stipend in excess of Three Thousand (\$3,000.00) Dollars per annum (as set forth below) and, in 2013, any employee who becomes an operator under this program shall only receive a pro-rata share of the annual stipend based on the months serving as an operator.

- (4) If ten (10) or fewer employees become eligible to be an operator under this program, the annual stipend for said employees shall be Three Thousand (\$3,000.00) Dollars. If eleven (11) or more employees become eligible to be an operator under this program, then the Thirty Thousand (\$30,000.00) Dollar pool shall be divided by the total number of eligible employees to produce the annual stipend (i.e. twelve (12) employees become eligible, the annual stipend, except in 2013 (where the stipend shall be pro-rated), shall be Two Thousand Five Hundred (\$2,500.00) Dollars). However a Public Works Worker IV employee shall make, between base salary and stipend, at least Three Hundred (\$300.00) Dollars less than an Equipment Operator 1.
- (5) In no year shall the Township expend on eligible operators under this program more than Thirty Thousand (\$30,000.00) Dollars. Stipends shall not be made part of the employee's base salary and will be paid twice (2x) a year (one-half (50%) in the first (1st) pay in July and the other half (50%) in the first (1st) pay in December) less all applicable deductions. If an eligible employee drops out of the program or leaves the employee of the Township for any reason whatsoever during a calendar year, he shall only be eligible for a pro-rata share of the stipend. The stipend will be considered as part of the base salary for pension purposes only and not for any other compensation calculation."

#### **ARTICLE XXXIII**

##### **DISABILITY INSURANCE**

The Township shall obtain from an insurance company authorized to do business in New Jersey a disability policy of insurance covering each employee and providing disability insurance equal to fifty (50%) percent of the employee's base salary and payable for a term of six (6) months, subject to a seven (7) day waiting period. The Township shall pay one hundred (100%) percent of the cost of said policy.

#### **ARTICLE XXXIV**

##### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and that all other provisions or applications of the Agreement shall continue in full force and effect for the duration of this Agreement.

ARTICLE XXXV

FULLY BARGAINED AGREEMENT

A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation.

B. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matters whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE XXXVI

TERM OF AGREEMENT

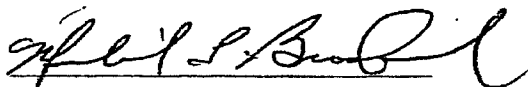
A. This Agreement shall be effective as of the 1<sup>st</sup> day of January, 2011 and shall remain in full force and effect through the 31<sup>st</sup> day of December, 2014.

B. It shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

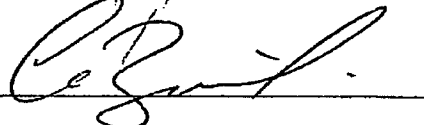
C. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party. In the event that either party desires to terminate this Agreement at the anniversary date, written notice must be given to the other party not less than ten (10) days prior to the desired termination date.

ATTEST:

TEAMSTERS LOCAL 469







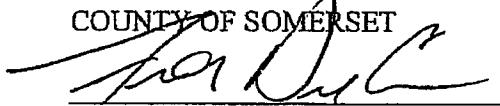
6.20.13

ATTEST:

TOWNSHIP OF HILLSBOROUGH  
COUNTY OF SOMERSET



Pamela Borek, MBA, RMC  
Township Clerk



Frank Delcore, Mayor

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APPENDIX A--JOB TITLES

PUBLIC WORKS WORKER I, II, III, IV

EQUIPMENT OPERATOR I

EQUIPMENT OPERATOR II

MECHANIC I

MECHANIC II

SENIOR MECHANIC

JOURNEYMAN ELECTRIC I

JOURNEYMAN ELECTRIC II