

OF TIME SHALL SUBMIT A NEW TRANSFER REQUEST FOR EACH ADDITIONAL PERIOD OF SIX MONTHS. IT SHALL BE THE RESPONSIBILITY OF THE IMMEDIATE SUPERVISOR TO NOTIFY THE EMPLOYEE WHEN THE SIX MONTHS ARE DUE TO EXPIRE.

#### ARTICLE 19 – DISCIPLINE

NO EMPLOYEE SHALL BE DISCIPLINED EXCEPT FOR JUST AND PROPER CAUSE.

1. IN ANY INSTANCE WHERE AN EMPLOYEE IS SUBJECT TO DISCIPLINARY ACTION WHICH WOULD RESULT IN LOST TIME, EXCEPT WHERE VIOLENCE AND/OR HEALTH AND SAFETY OF OTHER EMPLOYEES MAY BE INVOLVED, SUCH DISCIPLINARY ACTION SHALL NOT BE IMPLEMENTED FOR AT LEAST THREE (3) DAYS SUBSEQUENT TO THE DAY OF THE INCIDENT INVOLVED. DURING SUCH THREE (3) DAYS THE TWO SIDES SHALL MEET TO TRY TO SOLVE THE MATTER.

NO EMPLOYEE MAY BE SUSPENDED FOR A PERIOD OF MORE THAN FIVE (5) DAYS WITHOUT FIRST HAVING A DISCIPLINARY HEARING. NOTICE OF SUCH HEARING, ALONG WITH SPECIFICATIONS SHALL BE FURNISHED TO THE EMPLOYEE, WITH A COPY TO THE UNION PRESIDENT AND TO THE COUNCIL OFFICE. THE EMPLOYEE SHALL BE ENTITLED TO REPRESENTATION AT ANY SUCH HEARING BY THE LOCAL UNION PRESIDENT, UNION STEWARD AND COUNCIL REPRESENTATIVE.

2. THE PERSON INITIATING ANY SUCH CHARGES SHALL NOT BE THE PRESIDING OFFICER AT ANY DISCIPLINARY HEARING.

ANY SUSPENSION OF FIVE (5) DAYS OR LESS MAY BECOME THE SUBJECT OF A GRIEVANCE.

ANY SUSPENSION IN EXCESS OF FIVE (5) DAYS, OR ANY REMOVAL OF AN EMPLOYEE MAY BE APPEALED TO MAYOR AND COUNCIL OR FINALLY TO BE APPEALED TO ARBITRATION PROVIDED THE UNION SUPPORTS THE REQUEST FOR ARBITRATION. THE EMPLOYEE SHALL HAVE TEN (10) DAYS FROM THE DATE OF RECEIPT OF FINAL NOTICE OF DISCIPLINE TO INDICATE HIS CHOICE.

#### ARTICLE 20 – REST PERIODS

RELIEF PERIODS OF FIFTEEN (15) MINUTES EACH SHALL BE PROVIDED FOR ALL EMPLOYEES, ONCE IN THE MORNING AND ONCE IN THE AFTERNOON, OR AT THE DISCRETION OF THE SUPERINTENDENT. A RELIEF PERIOD OF ONE-HALF (1/2) HOURS SHALL BE GIVEN TO ANY EMPLOYEE WORKING OVERTIME, ONCE EVERY FOUR (4) HOUR PERIOD.

#### ARTICLE 21 – MILITARY LEAVE

ANY FULL TIME EMPLOYEE SERVED 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. 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. SUCH LEAVE SHALL NOT EXCEED FIFTEEN (15) CONSECUTIVE DAYS OF TRAINING.

#### ARTICLE 22 – JURY LEAVE

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 BOROUGH. THE AMOUNT OF PAY TO 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 ISN'T SCHEDULED FOR JURY DUTY, THAN HE MUST REPORT FOR WORK. IF EXCUSED BEFORE 1 P.M. FOR THE DAY, HE SHALL REPORT FOR WORK.

ALL REQUESTS FOR JURY LEAVE MUST BE FILED WITH DEPARTMENT HEAD WITHIN THREE (3) DAYS FROM RECEIPT OF SUMMONS. CERTIFICATE OF JURY SERVICE FOLLOWING JURY DUTY SHALL BE SUBMITTED TO THE DEPARTMENT HEAD AND PLACED IN PERSONNEL HISTORY FILE.

#### ARTICLE 23 – PERSONNEL ACCESS

REPRESENTATIVES OF THE UNION, WHO ARE NOT EMPLOYEES, PREVIOUSLY ACCREDITED TO THE EMPLOYER IN WRITING BY THE UNION, SHALL BE PERMITTED TO COME ON THE PREMISES OF THE EMPLOYER FOR THE PURPOSE OF INVESTIGATING AND DISCUSSING GRIEVANCES, SO LONG AS SUCH RIGHT IS REASONABLY EXERCISED AND THERE IS NO UNDUE INTERFERENCE WITH WORK PROGRESS, PROVIDED, HOWEVER, THEY FIRST OBTAIN PERMISSION TO DO SO FROM THE ADMINISTRATOR OR HIS DESIGNATED REPRESENTATIVE, PERMISSION FOR WHICH SHALL NOT BE UNREASONABLY WITHHELD.

#### ARTICLE 24 – UNION REPRESENTATIVES

THE BOROUGH RECOGNIZES AND SHALL DEAL WITH THE ACCREDITED UNION STEWARD IN ALL MATTERS RELATING TO GRIEVANCES AND INTERPRETATION OF THIS AGREEMENT.

A WRITTEN LIST OF THE UNION STEWARDS SHALL BE FURNISHED TO THE EMPLOYER IMMEDIATELY AFTER THEIR DESIGNATION.

THE BOROUGH AGREES TO RECOGNIZE A MAXIMUM OF TWO (2) STEWARDS SELECTED BY THE UNION.

#### ARTICLE 25 – RETIREMENT

ALL EMPLOYEES ENROLLED IN THE PUBLIC RETIREMENT SYSTEM ARE SUBJECT TO THE BENEFITS, REQUIREMENTS AND PROVISIONS OF THOSE PLANS.

#### ARTICLE 26 – WORK RULES AND REGULATIONS

THE BOROUGH MAY ESTABLISH REASONABLE AND NECESSARY RULES OF WORK AND CONDUCT FOR EMPLOYEES. SUCH RULES SHALL BE EQUITABLY APPLIED AND ENFORCED. COPIES OF ALL SUCH RULES SHALL BE DISTRIBUTED TO ALL EMPLOYEES COVERED BY THIS AGREEMENT AND TO THE UNION.

THE EMPLOYER AGREES TO NEGOTIATE WORK RULES WITH THE UNION AT LEAST ONE WEEK PRIOR TO THE IMPLEMENTATION OF THE SAME.

#### ARTICLE 27 – SEVERABILITY

THE BOROUGH AND THE UNION RECOGNIZE AND AGREE THAT ALL PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO LAW. IN THE EVENT THAT ANY PROVISIONS OF THIS AGREEMENT IS RENDERED ILLEGAL OR INVALID UNDER ANY APPLICABLE LAW OF STATE OR FEDERAL REGULATIONS, SUCH ILLEGALITY OR INVALIDITY SHALL EFFECT ONLY THE PARTICULAR PROVISION WHICH SHALL BE DEEMED VOID OR INOPERATIVE, BUT ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL CONTINUE IN EFFECT. THE PARTIES AGREE TO IMMEDIATELY NEGOTIATE A SUBSTITUTE PROVISION FOR THE INVALIDATED PORTION THEREOF.

#### ARTICLE 28 – SALARIES

EFFECTIVE AND RETROACTIVE TO JANUARY 1, 2012 ALL EMPLOYEES OF THE BARGAINING UNIT SHALL RECEIVE A 1% INCREASE IN THEIR BASE SALARY. EFFECTIVE JANUARY 1, 2013 ALL EMPLOYEES OF THE BARGAINING UNIT SHALL RECEIVE A 1% INCREASE IN THEIR BASE SALARY. EFFECTIVE JANUARY 1, 2014 ALL EMPLOYEES OF THE BARGAINING UNIT SHALL RECEIVE A 1.5% INCREASE IN THEIR BASE SALARY.

THE WAGE RATES ARE DETAILED IN APPENDIXES B, AND C.

#### ARTICLE 29 – TERMINATION

IT IS FURTHER MUTUALLY AGREED BETWEEN THE PARTIES HERETO THAT THE AFORESAID ARTICLES CONTAINED IN THIS AGREEMENT SHALL BECOME EFFECTIVE IMMEDIATELY UPON ADOPTION BY THE GOVERNING BODY AND SHALL BE RETROACTIVE TO THE 1<sup>ST</sup> DAY OF JANUARY, 2012 AND SHALL CONTINUE IN EFFECT FOR TWO YEARS, UNTIL DECEMBER 31, 2014.

IT SHALL BE RENEWED FROM YEAR TO YEAR THEREAFTER UNLESS EITHER PARTY SHALL GIVE WRITTEN NOTICE OF ITS DESIRE TO MODIFY THE AGREEMENT. SUCH NOTICE SHALL BE BY MAIL BY OCTOBER 1<sup>ST</sup> OF ANY SUCCEEDING YEAR.

IN THE EVENT THAT SUCH NOTICE IS GIVEN, NEGOTIATIONS SHALL BEGIN NOT LATER THAN 120 DAYS PRIOR TO THE ANNIVERSARY DATE; 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 MANNER SET FORTH IN THE FOLLOWING PARAGRAPH.

IN THE EVENT THAT EITHER PARTY DESIRES TO TERMINATE THIS AGREEMENT, WRITTEN NOTICE MUST BE GIVEN TO THE OTHER PARTY NOT LESS THAN 10 DAYS PRIOR TO THE DESIRED TERMINATION DATE WHICH SHALL NOT BE BEFORE THE ANNIVERSARY DATE SET FORTH IN THE PRECEDING PARAGRAPH.

IN THE EVENT THAT EITHER PARTY DESIRES TO TERMINATE THIS AGREEMENT, WRITTEN NOTICE MUST BE GIVEN TO THE OTHER PARTY NOT LESS THAN 10 DAYS PRIOR TO THE DESIRED TERMINATION DATE WHICH SHALL NOT BE BEFORE THE ANNIVERSARY DATE SET FORTH IN THE PRECEDING PARAGRAPH.

#### ARTICLE 30 – AGENCY SHOP

ANY EMPLOYEE IN THE BARGAINING UNIT ON THE EFFECTIVE DATE OF THIS AGREEMENT WHO DOES NOT JOIN THE UNION WITHIN THIRTY (30) DAYS THEREAFTER, ANY NEW EMPLOYEE WHO DOES 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 TEN (10) DAYS OF REENTRY INTO EMPLOYMENT WITHIN THE UNIT SHALL, AS A CONDITION OF EMPLOYMENT, PAY A REPRESENTATION FEE TO THE UNION BY AUTOMATIC PAYROLL DEDUCTION. THE REPRESENTATION FEE SHALL BE IN AN AMOUNT EQUAL TO EIGHTY-FIVE PERCENT (85%) OF THE REGULAR UNION MEMBERSHIP DUES, FEES AND ASSESSMENTS AS CERTIFIED TO THE EMPLOYER BY THE UNION. 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. THE UNION'S ENTITLEMENT TO THE REPRESENTATION FEE SHALL CONTINUE BEYOND THE TERMINATION DATE OF THIS AGREEMENT SO LONG AS THE UNION REMAINS THE MAJORITY REPRESENTATIVE OF THE EMPLOYEES IN THIS UNIT, PROVIDED THAT NO MODIFICATION IS MADE IN THIS PROVISION BY A SUCCESSOR AGREEMENT BETWEEN THE UNION AND THE EMPLOYER.

IT IS UNDERSTOOD THAT THE UNION HAS A PROVISION IN THE INTERNATIONAL CONSTITUTION, WHICH PROVIDES A PROCEDURE, WHEREBY 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.

ARTICLE 31 – FULLY BARGAINED

THE PARTIES AGREE THAT THEY HAVE FULLY BARGAINED AND AGREED UPON ALL TERMS AND CONDITIONS OF EMPLOYMENT AND INCORPORATE THE COMPLETE AND FINAL UNDERSTANDING AND SETTLEMENT BY THE PARTIES OF ALL BARGAINABLE ISSUES WHICH WERE OR COULD HAVE BEEN THE SUBJECT OF NEGOTIATIONS.

IN WITNESS WHEREOF, WE HAVE HEREUNDER SET OUR HANDS AND SEAL ON THE DATE AND YEAR FIRST HEREINABOVE WRITTEN.

FOR THE EMPLOYER

/s/ JoAnn Liptak

/s/ [Signature]

FOR THE UNION

/s/ Raymond L. Luce

/s/

**APPENDIX A**

EQUIPMENT OPERATOR (STREETS)

EQUIPMENT OPERATOR (SANITATION)

TRUCK DRIVER

LABORER

# APPENDIX B

	2012					
	1	2	3	4	5	6
one percent						
Equipment Operator, Streets	22.55	23.45	24.38	25.99	27.69	29.52
Equipment Operator, Sanitation	21.86	22.78	23.69	25.22	26.86	28.65
Truck Driver	21.52	22.38	23.25	24.75	26.38	28.09
Laborer	20.72	21.57	22.45	23.9	25.4	27.05
Public Works Foreman						29.16
	2013					
	1	2	3	4	5	6
Equipment Operator, Streets	22.78	23.68	24.62	26.25	27.97	29.82
Equipment Operator, Sanitation	22.08	23.01	23.93	25.47	27.13	28.94
Truck Driver	21.74	22.6	23.48	25	26.64	28.37
Laborer	20.93	21.79	22.67	24.14	25.65	27.32
Public Works Foreman						29.45
	2014					
	1	2	3	4	5	6
Equipment Operator, Streets	23.12	24.04	24.99	26.64	28.39	30.27
Equipment Operator, Sanitation	22.41	23.36	24.29	25.85	27.54	29.37
Truck Driver	22.07	22.94	23.83	25.38	27.04	28.8
Laborer	21.24	22.12	23.01	24.5	26.03	27.73
Public Works Foreman						29.89

## APPENDIX C

1. RARITAN PUBLIC WORKS EMPLOYEES HIRED PRIOR TO JUNE 1, 1986, SHALL BE PAID AT STEP # 6.
2. ALL EMPLOYEES HIRED AFTER JUNE 1, 1986, MAY BE HIRED AT ANY STEP.
3. IF PERFORMANCE WAS SATISFACTORY, EMPLOYEES WOULD MOVE TO THE NEXT HIGHER STEP ON EACH SUCCESSIVE ANNIVERSARY DATE OF HIRE, UNLESS THEY ARE ALREADY AT STEP # 6.