

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
AND
THE TOWNSHIP OF DELANCO
FOR
THE PUBLIC WORKS UNIT

JANUARY 1, 2016 THROUGH JUNE 30, 2020

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ARTICLE I - RECOGNITION

Section 1. The Township hereby recognizes the Communications Workers Of America, AFL-CIO as the sole and exclusive representatives of the employees of the Delanco Public Works Department. The bargaining unit shall consist of the laborers, truck drivers, equipment operators and mechanics employed by the Public Works Department of the Township of Delanco.

ARTICLE II - MANAGEMENT RIGHTS

Section 1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

A. To the executive management and administration control of the Township government and its properties and facilities, and the activities of its employees;

B. To hire all employees, and subject to the provision of law, to determine their qualifications and conditions for continued employment, and to promote and transfer employees;

C. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

D. During the term of this contract, CETA employees or Manpower employees may be hired by the Township to supplement the workforce of the Township; CETA employees or Manpower employees shall not be utilized in substitution of the existing workforce where they are available to perform the work involved.

E. The Township shall use Community Service Personnel as it deems appropriate. However, as in "D" above, they shall not be utilized in substituting of the existing work force.

Section 2. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties, or other responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion of the Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States, including applicable Rules and Regulations of Civil Service.

ARTICLE III - HOURS OF WORK

Section 1. The normal work day for employees shall consist of eight (8) hours. The normal work week for employees shall consist of forty (40) hours, Monday to Friday. Daily hours shall begin at seven o'clock (7:00) A.M. and end at three-thirty (3:30) P.M. The work week for payroll purpose shall begin at 12:01 A.M. on Monday and end at Midnight the following Sunday.

If the Township changes the pay period to a bi-weekly pay period, the pay period will cover two work weeks as described above. An advance notice of thirty (30) days will be provided by the Township to the employee's and the Union prior to changing the current weekly pay period to a bi-weekly pay period to allow time for employees to adjust their finances due to the change in the pay periods.

Section 2. An employee shall be considered full time when his average work week exceeds thirty (30) hours over a ninety (90) day period.

ARTICLE IV - BREAKS

Section 1. Lunch and Breaks:

Employees shall be given two paid fifteen (15) minute break periods, one during the first half of their shift and one during the second half of their shift. If an employee works more than twelve (12) hours he/she shall be given a one-half (1/2) hour paid break period in addition to the above. Employees shall be given a paid thirty (30) minute lunch break between 12:00 P.M. and 12:30 P.M.

Section 2. Breaks during Overtime. Except where the provisions of Section 1 above control, employees shall be given a paid fifteen (15) minute break period every four (4) hours on an overtime basis.

ARTICLE V - OVERTIME AND EMERGENCY CALLS

Section 1. Any employee who within a work week works more than eight (8) hours any day, or more than 40 hours per week, except for a paid holiday, shall be paid one and a half (1-1/2) times his rate of pay for the overtime hours worked.

Section 2. Any employee who works the following paid holidays shall be paid two (2) times his/her rate in addition to his regular eight (8) hours holiday pay:

- | | |
|---|---|
| 1. New Year's Day January 1 st | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. President's Day | 9. Veterans Day - November 11 th |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day After Thanksgiving |
| 6. Fourth of July - July 4 th | 12. Christmas Day - December 25 th |

Section 3. The following schedule will be followed for overtime:

- A. 0 - 30 minutes - 1/2 hour of pay
- B. 31 - 60 minutes - 1 hour of pay

Section 4. Any call to work excluding Sunday shall be considered an emergency. For emergency calls to work before 11 PM a minimum of three (3) hours of overtime will be paid. For emergency calls to work after 11 PM a minimum of four (4) hours of overtime will be paid. Emergency calls to work on Sunday shall be paid at two (2) times his/her regular rate of pay.

Section 5. Qualified employees shall be scheduled to fill overtime needs based on seniority and by job classification. A rotating seniority list will be posted in a conspicuous place.

Section 6. When the Township decides to assign an employee to work on an overtime basis on a holiday, or Saturday or Sunday, the Township will, by posted notice, give the employee reasonable advance notice of such an assignment.

Section 7. Any employee who refuses overtime, after reasonable notice, will be charged with eight (8) hours of overtime. The reasonableness of notice shall depend on the nature of each circumstance and the knowledge of the Township of its need for the services required.

Section 8. Breaks during Overtime: Except where the provisions of Article IV Breaks, Section 1, control, employees shall be given a paid fifteen (15) minute break period every four (4) hours on an overtime basis.

Section 9. Special Rate - When the Sweeper is used on the Sunday associated with Memorial Day Parade or rain date, the employee or operator will receive double time for all hours worked.

If the rain date is on a Saturday the employee shall be paid at time and one half.

ARTICLE VI - HOLIDAYS

Section 1. The following days shall be celebrated as paid holidays by all employees:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King Day | 9. Veterans Day |
| 3. President's Day | 10. Thanksgiving Day |
| 4. Good Friday | 11. Day After Thanksgiving |
| 5. Memorial Day | 12. Christmas Day |
| 6. Fourth Of July | 13. Employee Birthday |
| 7. Labor Day | |

Christmas Eve and New Years Eve shall be considered holidays for ½ (one half day) with pay. Work hours for these two holidays shall be 7:00 a.m. to 11:00 a.m. when the holiday falls on a normal work day.

Section 2. If any paid holiday falls on a Saturday, the preceding Friday shall be celebrated. If the holiday falls on a Sunday, the following Monday shall be celebrated. If a holiday occurs while an employee is on vacation leave, the employee will not be charged for a vacation day and will receive holiday pay.

Section 3. Employees are not scheduled to work on any holiday listed in Article VI, Section 1, and shall be paid for eight (8) hours at his regular rate of pay for the holiday.

Section 4. All employees hired after January 1, 2001 must be "in pay" status the day before and the day after the holiday in order to be paid for the holiday, except in the case of approved vacation leave, personal leave or paid sick leave with a doctor's note verifying the employee was unable to work that day.

ARTICLE VII - PERSONAL DAYS

Section 1. Personal Days: Each employee shall receive three (3) paid personal days to be used by an employee for his/her own business.

Section 2. Such days shall be taken only upon twenty-four (24) hour prior approval by the supervisor or if in an emergency, within two hours of the start of the shift in order to maintain work force requirements. Where more than one employee seeks the same day off, days shall be granted on a first request in time basis; requests made on the same day shall be granted based on seniority, and/or emergency needs.

Section 3. Any unused personal days are forfeited at the end of each calendar year.

Section 4. Unused personal days will not be paid to an employee who separates from the Township employment except for retirement per Article XVI.

ARTICLE VIII - VACATION LEAVE

Section 1. Eligibility - To be entitled to the full amount of Vacation Leave, an employee must be a full-time employee. Each employee of the Public Works Department shall be entitled to leave in proportion to his or her years of service.

Section 2. Scheduling of Vacation Leave - It is agreed that, insofar as practicable, employees with greater continuous service shall be given full consideration as to preferred vacation leave time during the year. At no time shall more than 20% (twenty) of the work force be off at one time for scheduled vacation.

Section 3. Amount of Vacation Leave:

A. Newly hired full-time employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service.

B. Thereafter, employees shall receive paid vacation as follows:
Upon Completion of:

1 year through 5 years of service -	12 days or 96 hours
6 years through 10 years of service -	15 days or 120 hours
11 years through 15 years of service -	18 days or 144 hours
16 years or more of service -	20 days or 160 hours

C. Those current employees whose number of days or hours of vacation allowed at the signing of this agreement, exceeds the above, will continue to receive their current allotment until their years of service matches the beginning of the next allocation grouping above, at which time their allotment will revert to the above schedule. The specifics of this provision will be as listed on a signed Memorandum of Understanding which shall be considered a part of this Agreement.

Section 4. Vacation Leave Pay - For each day of vacation leave to which an employee is entitled, he/she shall receive eight (8) hours of his/her base hourly rate of pay.

Section 5. Notification - Each employee shall be notified in writing on or before February 1st of each year of the amount of vacation leave to which he/she is entitled.

Section 6. Unused Vacation Leave -Any employee who is laid off, retired, or separated from the service of the Township prior to taking his/her vacation leave shall be compensated in cash at their regular hourly rate of pay for all unused vacation leave time that he/she has accumulated at the time of separation.

Section 7. Any employee who has not used his/her vacation leave in the calendar year that it is earned due to "business necessity" as defined by Civil Service regulations, may save and use the vacation leave the following year. Vacation leave not used in the year it is earned must be used by December 31st of the following year in order to avoid the loss of the vacation leave.

Section 8. Any employee who has met the above qualifications under Article VIII may sell back a maximum of ten (10) days of unused but earned vacation leave in cash on, but no later than 11:59 P.M. December 1st of each given year of the contract. Sell back as stated above shall be given notice no later than September 1 of that given year.

ARTICLE IX - SICK LEAVE, SELL BACK AND BONUS

Section 1. All full time employees of the Public Works Department will be granted sick leave as is stipulated Civil Service for employees in Local Service, which is defined as (15) paid sick days per calendar year which shall accumulate from year to year and a proportionate number of days earned when newly hired to the end of the first calendar year.

Section 2. Sick leave will be paid only when an employee, or a member of his/her immediate family, notifies his/her supervisor of his/her absence prior to his/her starting time. In cases of hospitalization and/or emergencies, prior notice to the starting time shall be waived.

Section 3. Employees may use sick leave for absence due to illness, injury or exposure to Contagious disease which could be communicated to other employees. Employees must notify The Supervisor prior to the beginning of his/her shift in order to maintain work force requirements. If the Supervisor has reason to believe that an employee is abusing the sick leave provision, he may place the employee on notice that the employee shall be required to supply a medical doctor's certificate of cause for any future claimed sick leave. The Township shall establish an annual physical program to be paid by the Township which shall require that each employee take and pass a physical examination to determine that they are physically fit to perform the duties to which they are assigned.

Section 4 - Notification - Each employee shall be notified in writing on or before February 1st of each year of the amount of sick leave to which he is entitled.

Section 5- Sick Time Sell Back - All full time employees shall be eligible to sell back one time (1) per year up to ten (10) days or 80 hours of accumulated unused sick time in each calendar year. Payment shall be based on 50% (fifty percent) of the number of unused sick leave days requested to be sold back. The employee must request this sell back in writing by November 30th of each year to be paid by January 30th of the following year.

Section 6 -Yearly Incentive - Any full time employee, employed as of February 1, of any year of the contract, who does not use any portion of his sick leave during the calendar year shall be entitled to a "Sick Leave Bonus" of \$300.00 (three hundred dollars) to be paid on December 31st, of the year of entitlement in each year of the agreement. The sell back of sick time Listed in Section 5 above will not exclude an employee from receiving the yearly incentive.

ARTICLE X – WORKER’S COMPENSATION & MEDICAL TRIPS

Section 1. Worker’s Compensation - Any employee covered by the provisions of this contract who becomes sick or injured in the line of duty shall be granted three-quarters (3/4) pay until the beginning of Workers’ Compensation benefits. Such time shall not be credited against his sick leave account. Any monies received under Workers’ Compensation, excluding claim settlements, shall be reimbursed to the Township to the extent that they represent funds paid by Workers’ Compensation for a period of time as set forth above. Upon commencement of Workers’ Compensation benefits, the Township agrees to pay the employees covered by this contract the difference between Workers’ Compensation benefits and three-quarters (3/4) of their base pay for a period of time not to exceed one year from the date on which the employee becomes sick or injured in the line of duty. In the event that an employee shall receive compensation from the Township as set forth within this paragraph and should subsequent thereto be determined not to be eligible for Workers’ Compensation benefits, the funds paid by the Township shall be deducted from funds due to the employee from the Township.

Section 2. An employee who is injured or becomes ill from a work related situation will not suffer loss in pay on the day the injury occurs if it happened during the hours an employee has been scheduled to work.

The Township will endeavor to provide transportation for medical treatment from the workplace the day the injury occurs if it happened during the hours an employee has been scheduled to work. The Township shall not be responsible to provide transportation for the employee for follow-up treatments.

If an employee is requesting that the Township release the employee during work hours, without loss in pay, to attend authorized follow-up treatments for work related illness or injury, the employee must provide proof in advance to the Township that the treating entity and/or facility has limited hours at the facility and that there are no available hours for treatment that can be scheduled before or after the employee’s regular work day for the type of treatment the employee is required to receive.

If the Township receives the requested information, in advance of the employee scheduling follow-up treatments, and the Township is in agreement with the information provided by the employee, the treating entity and/or facility, then the employee will not suffer loss in pay while attending follow-up treatment.

Employee’s who do not provide the information in advance as described above, and schedule follow-up treatments during work hours, without the approval of the Township, shall suffer the loss in pay for the time missed from work, or at the Township’s discretion, have their paid vacation, sick or personal time charged for the time missed from work. Employee’s who do not have the approval from the Township to be off from work for follow-up treatments may also be subject to discipline according to Civil Service Rules and Regulations.

ARTICLE XI - BEREAVEMENT LEAVE

Section 1. Employees are entitled to Bereavement Leave immediately following a death as follows:

1. Spouse, Civil Union Partner, Domestic Partner, Children, Step Children, Legally Adopted Children – Five (5) days;
2. Grandparents, Grandchildren, Parents, Mother-in-Law, Father-in-Law, Brother, Sister, Brothers-in-Law, Sisters-in-Law, Son-in-Law, Daughter-in-Law, Significant Other – Three (3) days;
3. Half-relatives and Step Relatives living in the employee's household – Three (3) days;
4. Nieces, Nephews, Uncles and Aunts – One (1) day;
5. Other Relatives living in the employee's household – One (1) day.

Employees are paid for all scheduled working days during the Bereavement Leave.

ARTICLE XII - LEAVE OF ABSENCE/FAMILY LEAVE

Section 1. The Township of Delanco agrees to comply with all Federal and State Laws regarding Family Leave. Any new changes in Family Leave shall be implemented at the time the new change became effective under the law. Employees shall be governed by the relevant provisions of the Employee Personnel Policies and Procedures Manual. Employees shall not lose seniority during a FMLA leave. Employees that are in an "in pay status" during an FMLA leave shall continue to accrue sick, vacation and personal leave time.

Section 2. Other Leaves of Absence Requests - Leave of absence requests for reasons other than those defined under the Family Leave Act may also be submitted and are subject to approval by the Township Committee.

ARTICLE XIII - JURY DUTY

Section 1 - The Township of Delanco shall pay employees scheduled for jury duty their wages provided that they follow this procedure:

A. Employees who are called for Jury Duty shall inform their Supervisor and the Township Administrator of their schedule for Jury Duty and present whatever documentation may be required.

B. Employees will turn in all compensation received from Jury Duty in return for payment of their regular wages.

ARTICLE XIV - MEDICAL INSURANCE, LIFE INSURANCE, VISION
PLAN AND HEPATITIS B INOCULATIONS

Section 1. The benefits provided under this Article begin after the sixty (60) day probation period is completed by a newly hired full-time employee.

Section 2. Medical and Life Insurance is provided as enumerated below:

A. Full time employees and their immediate family members including civil union partners are provided health insurance coverage which includes medical, dental and prescription drug coverage. Employees shall be responsible for a share of the premium cost as required by State Law, currently per what is known as Chapter 78. The parties understand they must comply with any future changes in the law due to changes in legislation or by any Court decisions. The premium payroll deductions required under Chapter 78 became effective 1/1/12 for all employees. All employees shall remain at tier four (4).

B. As of the date of inception of this agreement, the Township is providing these benefits through the New Jersey State Health Benefits Plan (NJSHBP). Any changes made by the NJSHBP shall be acceptable to all parties and shall not be subject to negotiations. Employees are eligible to participate in whichever coverage is made available by that plan and are responsible for any co-pays or deductibles associated with the chosen plan.

C. If the Township intends to change insurance providers, it shall offer appropriate optional plans that the employees may choose from as long as there is included a plan that offers coverage that is equal to or better than the coverage under the NJSHBP plan known as NJ Direct 10 at the time of the change, and for those with an HMO with coverage that is equal or better than the current Aetna HMO at the time of the change. The Township shall provide the union with a 30 day notification of the intent to make any change as well as provide information meetings with management, the membership, union representatives and insurance representatives that will be providing the change. If the NJSHBP changes or discontinues these plans, a new "benchmark" plan from those offered will be negotiated.

D. A Life Insurance policy with a \$5,000.00 (five thousand dollar) base, amount with double indemnity for accidental death shall be provided to all full-time employees providing it can be obtained at regular rates (employer to define “regular rates”) to cover employees’ twenty-four (24) hours per day. It is understood that this is the Life Insurance coverage that has been provided in prior contracts and is not a change (addition or reduction) in coverage or terms.

E. State Life Insurance as provided under PERS (Public Employees Retirement System)

F. All full time permanent employees will be reimbursed a maximum total of \$450.00 (four hundred and fifty dollars) every year for the cost of an eye examination and/or for the cost of corrective eyeglasses, prescription safety glasses or contact lenses, if so prescribed as a result of an eye examination performed upon receipt of proof of the examination and the costs to be reimbursed. If the employee does not use any or all of the \$450.00 (four hundred and fifty dollars) for the above, the unused balance may be used by any dependent, as listed on the employee’s health insurance, for the same vision services.

If the employee is entitled to reimbursement from the employee’s Medical Insurance, the amount of that reimbursement will be deducted from the appropriate Township reimbursement.

Section 3 - Hepatitis B vaccine inoculations shall be made available to all employees upon their request and paid for by the Township. Inoculations shall be administered by a provider designated by the Township.

ARTICLE XV - HEALTH INSURANCE- RETIRED EMPLOYEE

The Township shall provide a cash payment reimbursement to any full time employee as outlined below, who retires after twenty-five (25) years of continuous service with the Township.

Section 1. The Township shall provide 100% payment of the monthly premium for his present coverage type as provided by the New Jersey State Health Benefits Plan for retirees and their dependents for five years or until Medicare eligibility is reached. Dental and Prescription coverage is also included in the 100% payment of the monthly premium as provided by the New Jersey State Health Benefit Plan.

The employee must provide a copy of payment for his health care to the Township to receive full reimbursement.

Section 2. The above benefit shall not apply if the retired employee involved obtains other covered employment. Any employee seeking the benefit shall annually provide the Township with a letter from each employer stating that this employee is or is not eligible for health benefits plan.

A copy of the health benefits plan shall be included with the letter from each employer that provides coverage.

**ARTICLE XVI - RETIREMENT BENEFITS, SICK LEAVE PAYOUT
SEPARATION AND DEATH BENEFITS**

Section 1. The Township shall provide any employee who retires with the following paid benefits:

- A. Health Care as listed in Article XIV and Article XV**
- B. All vacation (annual) leave accrued and unused at 100% (one hundred percent) of each day left at the employees' current base pay**
- C. All Sick Leave accrued and unused at 50% (fifty percent) of each day left at the employees current base pay for all employees as listed below:**

1. Sick Leave Payout:

Payment of accumulated unused sick days shall only be provided to an employee when the employee has separated their service from the Township due to retirement as provided under PERS rules and regulations. Any other separation from the Township, other than Retirement will not include the payment of accumulated sick time. To receive payment employees must provide proper notice, as per Article XVI, Section 3. Payment shall be equal to 50% of the number of unused sick leave days accumulated, not to exceed \$15,000.00 (fifteen thousand dollars), payable with the final paycheck as long as the proper notification has been given.

- D. All Personal days accrued and unused at 100% (one hundred percent) of each day left at the employees' current base pay.**
- E. Longevity pay for the year in which the employee retires prorated to the time of retirement.**
- F. 100% of all Overtime worked that was unpaid at the employees' overtime rate**
- G. 100% of the Eye Care Reimbursement for that year if not used prior to retirement**

Section 2. The Township shall pay the above benefits in the final paycheck, as long as the employee has notified the Employer as per Section 3 below of their intent to retire.

Section 3. The Employee who will be retiring shall within one (1) year prior to his/her retirement submit advance notification of his/her retirement to the Township Administrator. If less than one (1) year advance notice is given and that notice came after the Municipal Budget had been already approved then payment shall be provided within thirty (30) days after the retirement of the employee.

Section 4 - Death Benefits - When death occurs to an employee all settlements will be presented to his personal representative and shall involve the following:

- 1. All earned but not paid holidays specified in this agreement.**
- 2. All earned but not paid vacation days**
- 3. Life Insurance proceeds**
- 4. Accumulated sick leave, if employee was eligible for retirement, as listed in Section 1, C. 1 above.**

ARTICLE XVII - PENSION

The Pension Plan now in effect shall remain in effect. All Employees are enrolled in the Public Employees Retirement System (P.E.R.S.)

ARTICLE XVIII - SALARIES, WAGES AND CDL REQUIREMENTS
AND OUT-OF-TITLE PAY

Section 1. Scope - The Township agrees to pay the employees the wage rates listed on Schedule I, attached hereto, and made part of this Agreement.

A. The percentage increases for the term of the contract for all positions shall be:

1. 2% effective January 2016;
2. 1% effective July 2016;
3. 2% effective July 2017;
4. 2% effective July 2018;
5. 2% effective July 2019;

B. The pay rate increase listed above shall be effective for the full pay period payable on the first scheduled pay date of the listed month.

C. Pay Step System for Employees hired on or after 1/1/14:

1. New hires must complete the required number of years of service with the Township in each Step of their Title in order to move through Steps one to four (1-4), except in cases of promotions or when performing work in a higher Title than their own. The employer may allow accelerated steps in as little as 6 months versus 1 year based on skills and work record/performance, at the sole discretion of the Township.
2. Step pay rate movement may change an employees' service with the Township of a particular Title and Step; however for the purposes of other benefits in the contract that reference an employees' years of service with the Township such as: calculation of vacation time, sick leave, health care or pension eligibility, longevity pay, seniority, layoff, recall etc., an employees' permanent date of hire with the Township will not change due to any increase or decrease in Steps or Title and the employee shall receive those benefits based on his permanent years of service with the Township which are based on his permanent date of hire.
3. Refer to other contract benefits in the Article that applies as well as Schedule I Rates and Steps and Promotions or performing work in a higher Title as listed below.

D. CDL Requirement: Holding a Commercial Driver's License (CDL) is a requirement for existing employees' and individuals hired as a CDL Heavy Truck Driver/Heavy Equipment Operator or employees' promoted from a Laborer to the Heavy Truck Driver/Heavy Equipment Operator Title.

1. The CDL must be maintained by the employee or the employee may be demoted as outlined below.
2. Employees' are required to notify the employer immediately upon the loss of their CDL.
3. An employee may be hired as a Laborer without a CDL. If the Township determines it needs a CDL Heavy Truck Driver/Heavy Equipment Operator position to be filled, the Township may offer a Laborer the opportunity to obtain the CDL by providing the appropriate vehicle and the opportunity for training and taking the CDL examination during regular work hours. Employees' will be reimbursed for the cost of their CDL and renewals only if they pass. (Refer to Demotions and Promotions below).
4. Demotion: An employee who fails the renewal exam for his CDL; loses his CDL; and/or is unable to obtain a CDL, may, if the Township determines, be demoted to the Laborer.
 - a. An employee hired prior to 1/1/14 will receive the Laborer pay rate outlined in Schedule I for the contract year that applies.
 - b. An employee hired on or after 1/1/14 shall keep the same Step that he was at while in the CDL Heavy Truck Driver/Heavy Equipment Operator Title but receive the Laborer rate of pay that is applied for the Step that he is being demoted into and shall remain at that Step until completion of the service required before moving into the next highest Laborer Step.
 - c. Proof of renewal/reinstatement of his CDL will reinstate him back to CDL Heavy Truck Driver/Heavy Equipment Operator Title and Step and pay that he was at before his demotion to Laborer.

Example: Employee hired prior to 1/1/14 is a CDL Heavy Truck Driver/Heavy Equipment Operator at the 2016 hourly rate of \$26.12. If the employee is demoted to the Laborer Title in 2016 his pay rate will be decreased to \$17.18 per hour. Upon proof of renewal/reinstatement of his CDL in 2016 his pay rate will be increased back to the \$26.12 per hour rate of 2016.

Example: Employee hired on or after 1/1/14 is at Step 3 \$18.36 per hour as a CDL Heavy Truck Driver/Heavy Equipment Operator, he is demoted to the Laborer Title at Step 3 with the Laborer pay rate of \$15.15 per hour which is the Step 3 Laborer rate of pay. Upon proof of renewal/reinstatement of his CDL, he shall be restored back to the CDL Heavy Truck Driver/Heavy Equipment Operator Title at Step 3 with the pay rate restored back to \$18.36 per hour, on the effective date that the employee provides proof to the employer of the renewal/reinstatement of his CDL.

E. Promotion: When the Township determines to promote a Laborer who as achieved his CDL;

1. He will be placed in the CDL Heavy Truck Driver/Heavy Equipment Operator Title and receive an increase in his hourly rate to the rate that is closest to his existing rate as Laborer.
2. The years of service that he has as a Laborer at the time of the promotion does not apply when placing him in the new Step, as he is placed by the pay rate that is closest to his current rate of pay and not by the Step he currently holds.
3. He will then continue in the new Step until he reaches the required number of years of service with the Township in the new Title and Step before being eligible to proceed to the next Step in the Pay rate system for the CDL Heavy Truck Driver/Heavy Equipment Operator.
4. Although the employees' movement in a Step during promotion, changes his service years in Title, it does not change his permanent date of hire with the Township for the purposes of calculating any other benefits in the contract that reference years of service such as: calculation of vacation time, sick leave, health care or pension eligibility, longevity pay, seniority, layoff, recall etc., and the employees' permanent date of hire will be applied for those benefits no matter how many increases or decreases in Title and Step occur.

Example: Employee hired on or after 1/1/14 is a Laborer at Step 3, his 2016 hourly rate is \$15.15 per hour. The employee is promoted and placed in the CDL Heavy Truck Driver/Heavy Equipment Operator Title at Step 2 and paid the 2016 rate of \$16.32 per hour, which is the rate that is closest to his existing pay rate of \$15.15 per hour as a Laborer. Upon completing the required number of years of service in the new Title he will be eligible to move to Step 3 and receive the Step 3 pay rate. The number of years served in a Title does not change the employees' permanent hire date for all other benefits in the contract.

Section 2. Classification - The range of pay for the positions covered under this agreement shall be listed in Schedule I. If the Township determines the need for a reduction in the workforce it shall comply with Civil Service Rules and Regulations.

Section 3. Higher Rate- When an employee performs work in a higher classification than his own, he shall be paid the higher rate for all hours worked in the higher classification.

For Laborers hired on or after 1/1/14:

A Laborer who has a CDL may at times perform work in the higher title of CDL Heavy Truck Driver/Heavy Equipment Operator for short periods of time when a permanent promotion to the higher title is not required as the employee is not performing the higher title work on a regular basis. When the work is performed the employee is placed at the same CDL Heavy Truck Driver/Heavy Equipment Operator Step Level that he currently holds as a Laborer. The employee is then compensated at the CDL Heavy Truck Driver/Heavy Equipment Operator pay rate for that level. He is paid for all hours worked in the higher title. When the higher title work is no longer required the employee returns back to his original Step and pay rate of Laborer.

Example: Laborer is currently at Step 3, 2016 rate of \$15.15 per hour, he performs the work of the higher title and is placed in Step 3 of the CDL Heavy Truck Driver/Heavy Equipment Operator Title at the 2016 pay rate of \$18.36 per hour. Upon completion of the higher title work he is returned to Step 3 Laborer Title at his 2016 pay rate of \$15.15 per hour.

Section 4. Special Rates – Applies only to those employee’s hired prior to 1/1/14

- A. When an employee performs work using the Bucket vehicle he shall be paid an additional \$2.00 (two dollars) per hour for every hour worked in addition to his regular hourly rate, and/or his overtime rate. The employee must have approved training from the Supervisor or equivalent, and must have approval from the Supervisor to perform the work prior to using the Bucket vehicle.
- B. Operation of the sweeper shall not entitle an employee to an additional rate increase such as is required for operation of the bucket vehicle. Refer to Article V, Section 9 for pay rates when an employee performs work with the Sweeper.

Section 5. In the event the New Jersey Civil Service eliminates any job title which is currently in the bargaining unit and workers are placed into either an existing job title or a newly created job title, the employer agrees to negotiate over the wage rate of the job title(s) in which workers are placed if there is no wage rate to cover that particular title. Such negotiations will only be concerned with the wage rate for the newly created title and will have no effect on any existing rates in the salary scale. Additionally, in the event that two or more existing job titles which are currently paid at different rates are consolidated into one title, the pay rate of the highest rated job shall become the wage rate for the consolidated title.

Section 6. All employees shall continue to move through the Titles, Steps and hourly rates as well as Anniversary dates listed in this Article and in Schedule I of the contract during negotiations of a successor agreement and including after expiration of an agreement. The increases listed in Schedule I shall be applied when they have reached the continuous years of service on their Anniversary date as outlined in Schedule I, including the change in their Anniversary date when moving from Title and Step and they shall not have to wait until the completion of negotiations for a successor agreement and/or the ratification of a successor agreement to receive the Title, Step and rate increases.

If a pay increase is negotiated in the successor agreement, those new increases will be applied to the Title, Step and hourly rates in this Article and in Schedule I and those employees that moved to another Title, Step and rate during negotiations of a successor agreement or after the expiration of the current agreement, shall receive the difference in the increase that was negotiated retroactive to the beginning of the contract year in which the new rate increase applies.

ARTICLE XIX - LONGEVITY

Section 1. Longevity - Longevity will be paid to the employees covered by this contract in accordance with this provision. Longevity shall be paid for each employee so entitled in two (2) installments, the first occurring on June 1st, the second occurring on December 31st. As an alternative an eligible employee may choose to have their longevity pay paid as part of their regular pay. An employee entitled to longevity shall have completed by January 1st of the year of incurment the necessary years of service or longevity stated as a percentage of his/her annual salary and shall be prorated to deduct those months during the year that the employee did not qualify for longevity.

(Examples: Employee has seven (7) years of service on March 31st. End of seven (7) years service equals three percent (3%) times three quarters equals longevity pay for the year of entitlement).

An employee at the end of the years service hereinafter stated shall be entitled to a payment equal to the percentage of his base pay as hereinafter provided:

End Of Years Service

7 Years	3% of the employees base salary
12 Years	6% of the employees base salary
20 Years and Over	5% of the employees base salary plus an additional \$700.00

New employees hired after January 1, 2001 shall not receive any longevity payments.

ARTICLE XX CELL PHONE STIPEND

Section 1 - Effective January 1, 2017 employees of the Delanco Public Works Department shall be required to carry operational cell phones during work hours for communications with Supervisors and other Delanco employees and officials for official business. Employees are also required to be available by cell phone when not on duty in order to respond to any necessary phone communications made by a Supervisor or designee regarding needs for call in for work on an emergency or non-emergency basis.

Section 2 - Each employee shall insure their phone is working properly at all times and that their Supervisor always has the current phone number. All calls during the work day will be answered immediately or responded to as soon as available unless there are extenuating circumstances. If the employee will be out of the area while off duty and knows in advance they will not be able to respond they shall notify their Supervisor in advance so they will not be called and therefore have no obligation under this Article.

Section 3 - Based on this requirement, all employees shall receive a stipend by voucher of \$8.50 (eight dollars and fifty cents) per week, to be paid semi-annually each June and December. Failure to meet any part of these requirements at any time will result in loss of that week's stipend.

ARTICLE XXI- SAFETY COMMITTEE

Section 1. – The Superintendent of the Department shall schedule Department Safety meetings as necessary but at least quarterly, for all employees to participate in. The Superintendent shall make a written report of any and all input related to providing a safe and healthful work place for all Public Works employees. This report shall be provided to the Township Safety Committee at their next scheduled meeting.

Section 2. – Whenever it has been determined by regulation or policy that additional wearing apparel or equipment should be used for health or safety purposes, and the Township provides employees with such wearing apparel or equipment, the employees are obligated to wear and use it or be subject to appropriate discipline.

ARTICLE XXII - UNIFORMS

Section 1 - Employee uniforms - The Township will purchase employee's uniforms as needed and will provide for their cleaning. Included within the uniform shall be safety shoes and work gloves. The Township will assume 100% of the cost of safety shoes (not to exceed two (2) pairs of safety shoes) and work gloves (not to exceed two (2) pairs of heavy duty work gloves and one pair of water resistant rubber gloves) per year, however, more than two pairs of shoes or gloves will be available in unlimited amounts as replacements if they are in need of being replaced due to wearing out.

Section 2 - The Township will include for each employee in a payroll check by June 1st of each year of the agreement an amount of \$400.00 (four hundred dollars) for the purpose of purchasing rain gear and rubber pullover boots (both in safety yellow or orange), a winter jacket or coat, winter shirts, thermal underwear and socks, as needed. Employees shall be responsible for ensuring they have the appropriate gear.

Section 3 - All the above items shall be considered the uniforms for the Public Works Department and shall be worn by the employees during work except that during the summer T-Shirts may be utilized in lieu of full uniforms.

ARTICLE XXIII - SENIORITY

Section 1 - Definition Of Seniority - For the purpose of this Article, the seniority of employees shall be their length of service in years, months and days since the date of hire.

ARTICLE XXIV - LAYOFF AND RECALLS

Section 1. Layoffs - When the Township reduces the work force due to a permanent layoff, employees affected will be permitted to displace other employees in accordance with Civil Service Rules and Regulations.

Section 2. Recalls - When the work force is increased, employees laid off from the Township will be recalled in accordance with Civil Service Rules and Regulations.

ARTICLE XXV - RIGHTS AND PRIVILEGES

Section 1. No employee, except where this right is waived, will be required to answer to, or respond to, any charges filed by a Committee person, Mayor, Administrator, or Supervisor without having a designated Union Representative present.

Section 2. The Township of Delanco shall not discriminate against any employee because of race, color, creed, national origin, ancestry, age, marital status, sex, political affiliation, union activity, because of liability for service in the armed forces, or because of a handicap that does not interfere with one's ability to do the work required. Our non-discrimination policy applied to promotion, demotion, transfer, layoff, discharge, training, wages, working hours, conditions of employment and employment privileges.

Section 3. Age shall be a valid factor for employment only when it is required for a position by law, and where it is lawfully an occupational requirement.

Section 4. During the term of this agreement there shall be no lock-outs by the Township.

Section 5. It is agreed that the Township has the right to change the payroll period from weekly to bi-weekly and will provide advance notice of thirty (30) days prior to the change in order to allow time for the employees to adjust their finances due to the change from weekly pay to bi-weekly pay.

Section 6 - When vacancies are available within the work force employed by the Public Works Department of the Township, notice of the availability will be posted by the Township on the bulletin board maintained at the Public Works garage for notices of this type.

Section 7 -A photocopy of the original of this contract will be given to each employee within the bargaining unit within thirty (30) days after the agreement has been signed.

Section 8 -The current payday is Thursday. Paychecks will be distributed prior to the scheduled lunch break on payday. Employees will be given an additional 15 minutes for the lunch break on payday.

Section 9 - All Public Works Employees shall be entitled to a paid meal allowance of \$20.00 (Twenty dollars), whenever they have worked a total of 13 continuous hours.

Section 10 - The Township of Delanco agrees to a total of two (2) days per year for Shop Steward Training, and/or Conference Training, for Union Shop Stewards in the Public Works Unit. The Union Shop Stewards shall suffer no loss in pay for attending Shop Steward Training. The Township shall be notified one week in advance to release Union Shop Stewards for attendance to the Shop Steward Training program. The Union shall notify the Township of the Union Shop Steward's attendance after the Training program was completed. The Union shall not require the release of two Union Shop Steward's off from work at the same time to attend to the training, unless approved by the Township in advance.

ARTICLE XXVI- GRIEVANCE PROCEDURE

Section 1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to a problem which may arise affecting the terms and conditions of employment.

Section 2. Nothing herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the department.

Section 3. The term "Grievance" as used within this agreement is a complaint of an employee which involves a claimed breach, misinterpretation or improper application of the terms of this Agreement, or hand book policy.

Section 4. All actions filed under this procedure shall be brought within five (5) working days of the happening of the event or within five (5) working days when the grievant would have reasonably had knowledge of the violation.

Section 5 - Grievance Procedure Steps -

Step 1 - Written: If no agreement can be reached orally within ten (10) working days of the initial discussion with his/her supervisor, the employee may present the grievance in writing within fifteen (15) working days to the Superintendent of Public Works.

The Written grievance at this step shall contain the nature of the grievance and a summary of the preceding oral discussion, the basis of his/her dissatisfaction with the determination and the remedy requested by the grievant. The Superintendent or his/her designated representative will answer the grievance in writing within fifteen (15) working days of receipt of the written grievance.

Failure of the Superintendent to answer shall automatically institute Step Two. The party filing the grievance shall forward the written grievance within fifteen (15) working days to the Township Administrator indicating that no response was received in the time frames from the Superintendent.

Step 2 - Township Administrator: If the grievance is not resolved in Step One (1) the grievance shall be appealed by the grievant or Union Representative to the Township Administrator within fifteen (15) working days from the receipt of the Step One (1) negative decision. The Township Administrator at this step shall arrange a meeting within 20 (twenty) working days to discuss the grievance. The Township Administrator shall notify the grievant, in writing, of its decision within ten (10) working days after the date of the meeting.

Step 3 - Arbitration: If the grievance is not settled through Step 1 or Step 2, the Union shall have the right to file for arbitration within 30 (thirty) working days from the Step Two (2) decision to request the appointment of an arbitrator pursuant to the rules and regulations established by the Public Employment Relations Commission under the provision of Chapter 303, Public Law 1975.

A. Costs for the services of the arbitrator shall be shared equally between the parties. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same, except for any employee that has been subpoenaed to testify. Said employee shall suffer no loss in pay for having being subpoenaed to testify.

B. The Arbitrator shall decide the issues involved in the grievance and his decision shall be final and binding on all parties.

C. The Union Representative shall be permitted to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without the loss of pay.

D. General:

1. For the purpose of this Article, a working day is defined as any day when work is performed excluding Saturdays, Sundays, and Holidays.

2. When considering disciplinary action the Employer can only review the employees records for the two (2) years prior to the offense. Discipline shall be for just cause and in accordance with the degree of the offense, progressive in nature and corrective in intent.

3. At each step of the grievance procedure, time limits shall be strictly enforced unless mutually agreed extensions have been agreed to.

4. If a grievance is not appealed by the Union from one step to the next step within the time limits specified for each step, or if no mutual agreement to wave time frames has been agreed to, the grievance shall be considered settled on the basis of the last decision of the Township and shall not be eligible for further appeal. If the grievance is not responded to by the Township or its designee at any step in the grievance procedure it shall be automatically moved to the next highest step and will be considered pending in that step until the time limits for the Township to respond have been exhausted, at which time the Union, having not received any decision from the Township or its designee shall move the grievance to Arbitration.

5. Grievances of minor disciplinary actions, 5 (five) day suspensions or less shall be processed through the grievance procedure. Major Disciplinary actions shall be filed with the Office of Administrative Law.

6. At all steps in the grievance procedure, the grievant shall have the right to be represented by the Union and only the Union.

ARTICLE XXVII - PERSONNEL FILE

Section 1. All employees shall have the right to see all documents in their personnel file.

Section 2. An employee shall be permitted to have a copy of any documents in his/her personnel file without cost to the employee.

Section 3. The Union Representative shall have the right to review and obtain copies of the personnel files of bargaining unit employees in order to carry out its statutory duties as the exclusive bargaining representative.

The Union will provide reasonable notice to the Township and will obtain a written release from the affected employee(s).

If an employee refuses to sign a release, and the Township declines provide access to the Union, the Union preserves its right to resort to the Public Employment Relations Commission or any other State Agency or the Courts to compel access to the personnel file.

Section 4. Employees shall have the right to respond in writing to anything placed in their file.

Section 5. When considering disciplinary action the Employer can only review the employees records for the two (2) years prior to the offense.

Section 6. Employees shall have records of counseling sessions contained in any personnel file be removed after twelve (12) months provided there has been no recurrence of the same nature.

ARTICLE XXVIII - UNION DUES DEDUCTIONS
TRANSMITTAL AND AGENCY FEE CLAUSE

Section 1. The Township agrees to deduct Union dues from the earnings of each employee Union Member when said employee has properly authorized such deduction by signing the dues authorization card.

Section 2. Upon receipt of a signed dues authorization deduction card, the Township shall deduct from an employee's weekly base pay and/or bi-weekly base pay, one and one-hundred fifty-four percent (1.154%) for dues.

Section 3. The parties agree that for the term of this Agreement and in accordance with the New Jersey statutes, any employee covered by this bargaining unit on the effective date of this agreement who is not a member of the union shall pay an agency shop fee equal to eighty-five percent (85%) of the union dues. Such fees shall be deducted from the employees' salary and forwarded to the address below along with the union dues deduction for the union members.

Section 4. No deductions are to be made on overtime or bonus money. Dues are to be deducted from paid leave time, Holiday pay, Vacation Pay, Sick Pay, etc.

Section 5. The Township will forward all dues deduction monies (union dues and agency fee deductions) collected on a weekly basis, once a month, to the Treasurer of C.W.A. Local 1036 as listed below.

Communications Workers Of America AFL-CIO
Local 1036
1 Lower Ferry Road
West Trenton, New Jersey 08628
Attn: Treasurer

Section 6. Along with the dues check, a dues deduction report will be sent. It will include a listing of the employees by name, social security number, home address, weekly base pay and/or bi-weekly base pay amount of deduction, and the period that the deduction covers. The dues report will indicate any changes in employees' home address, dues deduction due, termination, worker's compensation, special leave without pay, suspension etc. The members paying full dues (1.154%) shall be listed separate from the non members (agency fee payers at 85%) on the dues report.

ARTICLE XXIX - NO CONFLICTING PROVISIONS/CIVIL SERVICE PROVISIONS

Section 1. In the event that any portion of the forgoing contract shall be held in violation of any Federal or State Law or Regulation, or New Jersey Civil Service Rules and Regulations, those provisions shall be deleted from the contract and the balance of the contract shall remain in full force and effect as if said provision were not included within this contract, however, prior to any provision in this agreement being removed as stated above, the Union and the Township shall negotiate a new provision that will cover the Article that was found to be in violation of any Federal or State Law or Regulation, or New Jersey Civil Service Rules and Regulations. Negotiations shall only cover the Article that was to be removed for the violation. Such negotiations shall be under the rules and regulations of the Public Employment Relations Commission (P.E.R.C.)

Section 2. It is intended that the administrative and procedural provisions of the New Jersey Civil Service Law and regulations are to be observed in the administration of this agreement where applicable, except and to the extent that such administrative and procedural provisions would violate or otherwise interfere with the enforcement of the terms set forth in this Agreement.

Section 3. It is further understood that if the Township would no longer be a Civil Service jurisdiction, the parties agree to meet and negotiate in good faith on provisions in the contract that mention or reference Civil Service rules and regulations. Such negotiations shall start no later than 120 days prior to the date the Township would no longer be a Civil Service jurisdiction if that date is known that far in advance, or within 30 days of when that date is known, whichever comes later.

ARTICLE XXX - NO VERBAL STATEMENT

Section 1. This working policy agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE XXXI- FULLY BARGAINED FOR PROVISIONS

Section 1. This agreement represents the totality of the understanding and agreements reached between the parties and it is the intent of the parties that during the term of this agreement that the only portions that shall be the subject of renegotiations are those listed in the designated Articles that so state that they are to be renegotiated, or if the provisions of any Articles have changed due to Federal or State Law, or New Jersey Civil Service Rules and Regulations, or P.E.R.C. Rules and Regulations.

Section 2. Execution - This agreement shall be presented by the Union to its membership for approval by an affirmative vote of a majority of the membership and upon the majority of the membership voting affirmatively the Union shall execute this agreement with signatures of the Union President, International Representative, Staff Representative, and the Union Negotiation Committee. The Union shall notify the Employer of said ratification by its Membership. The Employer shall notify the Union of its ratification of this agreement and upon that ratification shall execute the agreement with the proper signatures for the Township of Delanco.

ARTICLE XXXII - DURATION OF CONTRACT

Section 1. Scope - This agreement shall be effective as of January 1, 2016 and shall continue in full force and effect until June 30, 2020 when it shall automatically renew itself on July 1, 2020 and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least, ninety (90) days prior to the expiration of this agreement. In the event that such notification is given, negotiations for a new agreement shall begin not later than sixty (60) days prior to the execution date of the agreement.

Section 2. Terms. After execution of this agreement the Township shall proceed to introduce and thereafter adopt as provided by law any ordinance which may be required to implement the terms of this agreement. All appropriate provisions of this agreement shall be retroactive as of January 1, 2016.


ARTICLE XXXIII - SIGNATURE SHEET

IN WITNESS WHEREOF the Parties to this agreement hereto have set their hands this 17th day of October, 2016.

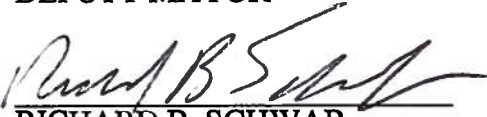
TOWNSHIP OF DELANCO



KATE FITZPATRICK
MAYOR



WILLIAM DILLENBECK
DEPUTY MAYOR



RICHARD B. SCHWAB
TOWNSHIP ADMINISTRATOR

COMMUNICATIONS WORKERS OF AMERICA AFL-CIO



ADAM LIEBTAG, PRESIDENT



CWA NATIONAL REPRESENTATIVE



FLORENCE MCNAMARA
STAFF REPRESENTATIVE

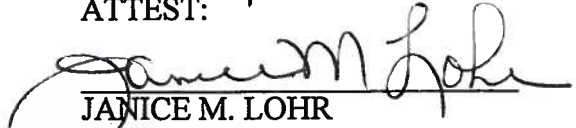


ROBERT CRABTREE
SHOP STEWARD/NEGOTIATOR



KEN SHEDAKER
SHOP STEWARD/NEGOTIATOR

ATTEST:



JANICE M. LOHR
MUNICIPAL CLERK

SCHEDULE I WAGES

A. For Employees hired before 1/1/14

	HOURLY RATES				
	2% <u>Eff.</u>	1% <u>Eff.</u>	2% <u>Eff.</u>	2% <u>Eff.</u>	2% <u>Eff.</u>
	1/16	7/16	7/17	7/18	7/19
CDL HEAVY TRUCK DRIVER/HEAVY EQUIPMENT OPERATOR	\$26.12	\$26.38	\$26.91	\$27.45	\$28.00
LABORERS	\$17.18	\$17.35	\$17.70	\$18.05	\$18.41

B. For Employees hired on or after 1/1/14

	2% <u>Eff.</u>	1% <u>Eff.</u>	2% <u>Eff.</u>	2% <u>Eff.</u>	2% <u>Eff.</u>
	1/16	7/16	7/17	7/18	7/19
<u>CDL HEAVY TRUCK DRIVER/HEAVY EQUIPMENT OPERATOR</u>					
STEP 1 From date of hire through completion of 1 year of service	\$14.28	\$14.42	\$14.71	\$15.01	\$15.31
STEP 2 After 1 year through completion of 2 years of service	\$16.32	\$16.48	\$16.81	\$17.15	\$17.49
STEP 3 After 2 years through completion of 3 years of service	\$18.36	\$18.54	\$18.91	\$19.29	\$19.68
STEP 4 After completion of 3 years of service	\$20.40	\$20.60	\$21.02	\$21.44	\$21.87
<u>LABORER</u>					
STEP 1 From date of hire through completion of 1 year of service	\$11.78	\$11.90	\$12.14	\$12.38	\$12.63
STEP 2 After 1 year through completion of 2 years of service	\$13.46	\$13.60	\$13.87	\$14.15	\$14.43
STEP 3 After 2 years through completion of 3 years of service	\$15.15	\$15.30	\$15.60	\$15.92	\$16.23
STEP 4 After completion of 3 years of service	\$16.83	\$17.00	\$17.34	\$17.69	\$18.04

C. Promotions & demotions shall be handled per Article XVIII.