

AN AGREEMENT BETWEEN

THE TOWNSHIP OF LOWER

COUNTY OF CAPE MAY, STATE OF NEW JERSEY

AND

TEAMSTERS LOCAL UNION NO. 676

JANUARY 1, 2002 THROUGH DECEMBER 31, 2004

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PREAMBLE

This Agreement, entered into this 29 day of April, 2002 by and between the Township of Lower, in the county of Cape May, State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and Teamsters Local Union No. 676, affiliated with the International Brotherhood of Teamsters, AFL/CIO, hereinafter called the "union", represents the complete and final understanding of all bargainable issues between the Township and the Union.

ARTICLE 1 - RECOGNITION

The Township hereby recognizes the Union as the exclusive collective negotiations agent for all employees covered in the certification and more specifically enumerated by job titles listed below:

1. Mechanic
2. Senior Mechanic Diesel
3. Mechanic Diesel
4. Equipment Operator
5. Senior Equipment Operator
6. Supervising Equipment Operator
7. Motor Broom Driver
8. Sign Maker Wood/Metal
9. Maintenance Repairer
10. Supervising Laborer
11. Laborer
12. Electrician
13. Mechanics Helper
14. Recreation & Parks Maintenance Worker/Grounds keeper
15. Truck Driver - *CDL License Required

ARTICLE 2 - 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 of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive, managerial and administrative control of the Township government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and controls for continued employment or assignment and to promote and transfer employees;

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

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and regulations 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 hereof and in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Management shall have the right to institute technological improvements within the department subject only to the limitations contained herein. "Technological improvement" is defined as a change in procedures, equipment or method of operation which has the effect of increasing the efficiency of the operation of the department, or lowering the manpower requirements of the department. In the event technological improvements are introduced, the department will endeavor, as far as practicable, to institute these improvement in such a manner

that there will be the least possible hardship to employees. Should the Union feel that an injustice has been committed in such action, they may file a grievance under this Agreement. The sole issue for the arbitrator shall be: "Did the department act arbitrarily or capriciously in instituting the technological improvements?"

D. Nothing contained herein shall be constructed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under Title 40 and Title 11 of New Jersey Statutes, or any other national, state, county or local laws or ordinances.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to 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.

2. Nothing herein contained 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's supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

1. Step One

(a) An aggrieved employee shall institute action under the provision hereof within five (5) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within five (5) working days following the receipt of the grievance.

2. Step Two

(a) In the event a satisfactory settlement has not been reached, a written complaint signed by the employee shall be filed with the department head, or his representative, within five (5) working days following the determination by the supervisor.

(b) The department head, or his representative, shall render a decision in writing within five (5) working days from the receipt of the complaint.

3. Step Three

(a) In the event the grievance has not been resolved at step two, then within ten (10) working days following the determination of the department head, the matter may be submitted to the Township Manager.

(b) The Township Manager shall review the matter and make a determination within the ten (10) working days from the receipt of the complaint.

4. Step Four

(a) In the event the grievance has not been resolved through step three, then within ten (10) working days following the determination of the Township Manager, the matter may be submitted to the Public Employment Relations Commission for arbitration. An arbitrator shall be selected pursuant to the rules of the P.E.R.C.

(b) However, no arbitration hearing shall be scheduled sooner than 30 days after the final decision of the Township Manager. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to those facts which were presented to him as being involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding upon the parties.

(d) The cost of the services of the arbitrator shall be borne equally between the Township and the Union. Any other expenses including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The arbitrator shall set forth the findings of fact and reasons for making the award within 30 days after conclusion of arbitration hearing, unless otherwise agreed to by the parties.

(f) Upon request of the Union, the Township shall supply non-confidential information relating to the specific grievance with regard to which such information is requested.

D. Union Representation in Grievance Procedure

1. At the request of the aggrieved employee, the Shop Steward may participate in the grievance procedure at step one.

2. The Business Agent of the Union or his designee may participate in the grievance procedure at step two.

3. The business Agent or his designee and the Shop Steward of the Union may participate in the grievance procedure at step three.

ARTICLE 4 - SENIORITY

A. Seniority, which is defined as continuous employment with the Township from date of last hire, will be given due consideration by the Township in accordance with the Civil Service regulations. The employee with the greater seniority shall have the first option for any higher rated job, provided the said employee is qualified to handle the job.

B. All job openings shall be posted by the Township on the employee bulletin board. Any employee wishing to bid on the position shall do so by notifying the Director of Public Works in writing.

C. Once each year, during the month of January, the Township shall compile and submit to the Union in writing, and then post a seniority list or lists from the regular payroll records. Any employee hired after said posting shall have their name added to the list in order of date of hire, and the Union shall be notified of such additions.

ARTICLE 5 - UNION REPRESENTATIVES

Accredited representatives of the Union may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representative enter the Township facilities or premises, it will request such permission from the appropriate Township representative and such permission will not be unreasonably withheld, provided there should be no interference with the normal duties of employees. There shall be no Union business transacted nor meetings held on Township time or property.

ARTICLE 6 - HOURS AND OVERTIME

A. The work day shall consist of eight (8) hours per day from 7:00 a.m. to 3:00 p.m. with one-half hour paid lunch.

B. All work performed by all employees, in excess of eight (8) hours per day and/or forty (40) hours per week, including approved sick, vacation, or personal hours, shall be paid at the rate of time and one half (1 ½). Employees shall not be scheduled to work more than seven (7) consecutive days.

C. When the Township closes for an emergency, the employees that are requested to stay shall receive time and one half for all hours worked for the balance of the day.

D. Overtime shall be distributed as equitably as possible. The Township must give reasonable notice of overtime for each day.

E. The overtime provisions of this clause shall apply only to permanent full time employees.

F. Employees shall be entitled to call in pay at the following rates:

1. For regular recall, two and one half (2 ½) hours pay at the applicable rate.
2. For Saturday, two and one half (2 ½) hours pay at time and one half.
3. For Sunday, two and one half (2 ½) hours pay at double time.

G. Trash truck employees are required to: - gas up, check oil, check tires and check lights; in p.m., trucks are to be cleaned out.

H. Overtime pay shall be paid biweekly as earned.

I. Compensatory Time

1. As a general rule, employees shall be paid for overtime work when it is authorized by the supervisors. In special circumstances, and at the option of the supervisor, overtime may be offered and taken as compensatory time off.

2. Supervisors shall be responsible for seeing to it that their employees are allowed to take any and all compensatory time off as soon as possible after it has been earned, and within the calendar year earned; otherwise, the compensatory time earned that year will be paid in full at the end of the year.

3. Compensatory time on the books as of December 31, 1996 will be frozen. This frozen Compensatory time shall be bought out by the Township (or used by the employee) in accordance with negotiation schedule, starting in 1997. The Township will purchase up to a maximum of 100 hours per calendar year subject to the availability of funds.

J. Rotating overtime for call backs will be reviewed every six (6) months.

ARTICLE 7 – HOLIDAY, PERSONAL, BEREAVEMENT AND UNPAID LEAVE

A. The following holidays shall be recognized or the day observed by the Township for the following listed holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. July 4th
8. Labor Day
9. Columbus Day
10. Election Day (General)
11. Veteran's Day
12. Thanksgiving
13. Day after Thanksgiving
14. Christmas

B. All employees who may be scheduled to work on the recognized holidays noted in this Article shall be paid at the rate of two (2) times for all hours worked with a minimum of four (4) hours guaranteed. The intent of this Article is that on those occasions when the employees work on a recognized holiday, they be paid their regular rate of pay for the holiday and two (2) times their regular pay for a minimum of four (4) hours.

C. Employee must work the day before and the day after a holiday to be paid for the holiday. The only exception is scheduled time off for vacation, personal day, or sick day (doctor's slip required if sick).

D. In addition to the time periods listed in other paragraphs of this Article 7 and exclusive of the time periods which may be used under the sick leave provision as hereafter stated in Article 10, an employee shall be granted up to three (3) working days off with pay, for the purpose of bereavement leave for the loss of a family member from the date of death up to

and including the day of funeral. The following is a list of those person who qualify within the term "family member":

1. Mother/Father
2. Spouse
3. Children
4. Grandparents/Grandchildren
5. Sister/Brother
6. Step children
7. Mother/Father in law

"Family member" shall also include any relative of the employee that has been residing in the employee's household. Under no circumstances shall the provision of this section result in an increase in an employee's normal earnings. Employees shall be entitled to one (1) day to attend the funeral of an Aunt, Uncle, Brother/Sister in law.

E. 1. Each employee shall be entitled to three (3) personal days per year and a 4th personal day for their birthday. Personal days must be used in the calendar year earned. If denied, employees will be allowed to carry them over into the next year. A note is required from the supervisor to the Township Manager to verify. The employees must submit their requests within seventy-two (72) hours of the personal holiday to the Township. The seventy-two (72) hour request will be waived for emergency situations. Employee must tell what the emergency is to the supervisor.

2. Personal days will be given on a first come basis. Each employee shall have a vested right to any unused personal leave which he had earned prior to December 31, 1981. The employee shall be permitted to either use that vacation leave or carry it over at his discretion. Any vacation leave taken by an employee subsequent to January 1, 1982 shall be assessed against a personal vacation leave he is entitled to take in that calendar year.

3. Personal leave entitlements for the entire year shall be credited to the employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the employer shall recover the prorated value of personal leave, and if the employee utilizes more leave than is earned, he shall be required to reimburse the employer for the value of the used, but unearned, leave. For the purposes hereof, the prorated value of the personal leave shall be determined by (i) dividing the number fifty-two (52) by the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of personal days credited at the beginning of such year, and then (iii) subtracting the personal days used in such year.

F. 1. Family/Medical Leave of Absence will be granted in accordance with the provisions of the Federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA") and the regulations promulgated thereunder. Under the provisions of these statutes, the employee is entitled to twelve (12) weeks of leave during a twelve (12) month period, which leave may be extended at the request of the employee, upon good cause shown, for up to an additional six (6) months, excluding the initial twelve (12) week period. The employee shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, the employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may be taken vary depending on the type of leave requested and the employer will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute. If the employee takes FMLA or

NJFLA leave, the employee may, at the employee's option use accrued sick leave, vacation and other administrative leave during the FMLA or NJFLA leave. The employer retains all rights to require proper certification from a health care provider pursuant to all applicable Laws. Any other leave of absence shall be granted in the sole and absolute discretion of the Township Manager and shall not be for a period in excess of six (6) months.

2. Any unpaid leave of absence granted because of illness or disability will not result in cessation of health benefits and insurance set forth in Article 9. The employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.

3. As to any unpaid leave of absence granted for any reason other than illness or disability, the Township shall have sole discretion to determine if such leave will result in a cessation of insurance, health and welfare benefits during such leave of absence. The employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.

4 Unless otherwise specifically set forth in this Agreement to the contrary, all of the provisions of the New Jersey Department of Personnel Regulations concerning leaves of absence, as set forth in Title 4A of the New Jersey Administrative Code, Chapter 6, Subchapter 1, as applied to State service, shall apply to members of the Union.

5. Before an employee goes on FMLA or NJFLA leave without pay, the employee shall be entitled to use all of the sick, vacation and personal days which have been credited to the employee at the beginning of the year. The employee also acknowledges that sick, vacation and personal days are not earned during any FMLA or NJFLA leave or any other unpaid leave of absence. Accordingly, (i) if an employee on such leave does not return to work,

he shall reimburse the employer for the paid sick, vacation and personal days used in excess of his prorated entitlements as set forth in Articles 7, 8 and 10 of this Agreement, or (ii) if an employee on such leave does return to work, the sick, vacation and personal days to be credited in the future shall be reduced by such days used in excess of his prorated entitlements.

ARTICLE 8 - VACATION LEAVE

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; thirteen (13) 13 working days vacation thereafter for every year and up to five (5) years of service; sixteen (16) working days vacation after the completion of five (5) years of service and up to ten (10) years of service; and twenty (20) working days vacation after the completion of ten (10) years of service and up to fifteen (15) years of service; and twenty-five (25) working days after completion of fifteen (15) years of service and up. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

B. Vacation leave must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of the pressure of work. Any vacation leave occurring in any calendar year which is unused by an employee within that calendar year must be used within the following calendar year or it shall be lost to the employee.

Each employee shall have a vested right to any unused vacation leave which he had earned prior to December 31, 1981. The employee shall be permitted to either use that vacation leave or carry it over at his discretion. Any vacation leave taken by an employee subsequent to January 1, 1982 shall be assessed against a vacation leave he is entitled to take in that calendar year. (E.g. - an employee has accumulated 50 unused vacation days which accrued to him prior to December 31, 1981. Under the 1982 contract, said employee is entitled to 20 vacation days. Said employee takes 25 vacation days in the calendar year of 1982. The first 20 days will be assessed against his 1982 vacation leave and the other 5 days will be subtracted from his previously vested 50 vacation days.)

C. All employees will submit vacation schedules for the upcoming year by December 15th of each year. The Township will verify all requests by December 31st of each year. No more than two (2) mechanics shall be on vacation at the same time. Employees may switch their scheduled vacations with other employees, with the approval of the Township. Vacation schedules are to be prepared by the Director.

D. Vacation leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the employer shall recover the prorated value of vacation leave, and if the employee utilizes more leave than is earned, he shall be required to reimburse the employer for the value of the used, but unearned, leave. For the purposes hereof, the prorated value of the vacation leave shall be determined by (i) dividing the number fifty-two (52) by the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of vacation days credited at the beginning of such year, and then (iii) subtracting the vacation days used in such year.

ARTICLE 9 - HEALTH BENEFITS AND INSURANCE

A. The Township shall provide the following health benefits for all full-time permanent and provisional employees working thirty (30) hours per week or more, and their dependents, starting at the beginning of the third full calendar month of employment:

1. Major medical benefits with 100% coverage in-network for covered services. For out-of-network services, there will be a \$500 deductible per person and a 40% co-insurance charge after deductibles on the first \$2,000 of covered charges per person. The maximum deductibles and co-insurance charges per family will be based on two individuals, totaling \$1,000 for the deductibles and \$1,600 for co-insurance. The deductibles and co-insurance charges do not apply in-network. The in-network co-payments will be \$10 per office visit. All coverage for out-of-network will be based upon usual and customary charges. The covered services provided hereunder are set forth on Schedule A attached hereto.

2. The Township will provide a prescription plan which will require co-payments of \$5 for generic and \$10 for brand name. There will be one (1) co-payment per ninety (90) day supply of medication for mail orders.

3. Dental plan with payment limitations as follows:

Preventative Maintenance, etc.	100%
Diagnostic and Restorative Treatment	85%
Endodontics and Periodontics	85%
Prosthodontics (Fixed and removable)	85%
Orthodontics	85%

Maximum Benefit: \$1,250 per person per calendar year, to increase to \$1,300 per year starting in 2004. \$2,900 lifetime maximum per person for orthodontic service, to increase to \$2,950 starting in 2004.

4. A Vision Care Plan with benefits payable only once every twenty-four (24) months, as follows:

	2002 and 2003	2004
Vision Analysis	\$70	\$80
Single Vision Lenses	\$60	\$70
Bifocal Lenses	\$75	\$85
Multi-focal Lenses	\$90	\$100
Contact Lenses	\$100	\$110
Frames	\$75	\$85

5. These benefits, in their amended form, will start on the date of this Agreement, and shall continue for the life of the term of this Agreement.

B. The Township shall provide the following health benefit coverage for retired employees up to sixty-five (65) years of age:

1. Eligibility

(a) Employee retires at age sixty-two (62) or older with at least fifteen (15) years service with the Township.

(b) Employee retires before age sixty-two (62) with at least twenty-five (25) years service with the Township.

(c) Coverage is for retired employee and those dependents at time of retirement, but only for as long as they remain dependents. Subsequent marriage will not make a new spouse and dependents eligible.

2. Benefits

(a) Basic medical and major medical as described under Subparagraph 9A.1.

(b) Prescription drug plan as described under Subparagraph 9A.2.

3. Coordination of Benefits

If retired employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage thereunder, and the Township will be the secondary insurer. The same applies, if the retired employee's spouse has or takes another job which provides health benefits, with employed spouse's benefits primary.

C. The Township shall provide the following health benefits coverage for retired employees who have reached the age of sixty-five (65):

1. Eligibility

(a) Employee retired at age sixty-two (62) or older with at least fifteen (15) years continuous service with the Township at the time of retirement.

(b) Employee retired with at least twenty-five (25) years service with the Township, not necessarily continuous, at the time of retirement.

(c) Employee retired at age sixty-five (65) or older but with less than fifteen (15) years service with the Township, shall be allowed to participate in any Township group plans for supplemental Medicare Insurance, (if the Township provides one) and prescription program as long as the employee pays the premiums.

(d) Coverage is for retired employee and spouse, both of whom have reached sixty-five (65). When one employee or spouse reaches sixty-five (65), the other will continue to receive coverage as described under Paragraph 9B, until he/she also reaches sixty-five (65).

2. Benefits are limited to a maximum of \$670 in the year 2002, \$695 in the year 2003 and \$720 in the year 2004, for retired employee and spouse, to assist in the purchase of a medicare supplement health benefits plan. Medicare Part B payments/deductions shall have been authorized by each. The Township reserves the right to purchase the supplements directly, or to reimburse the retired employee and/or spouse.

3. If retired employee or spouse has or takes a job with an employer who provides health benefits, he and/or she must obtain primary coverage thereunder, and the Township will be the secondary insurer. Coordination of benefits will apply.

D. To the extent that the federal social security medicare program changes the eligible age limits for participation therein, then the age limit of sixty-five (65) for eligibility for Township health benefits upon retirement shall be adjusted accordingly, to match the medicare eligibility requirements. For example, if the medicare eligibility age were to be increased to sixty-six (66) years (for specified individuals), then the Township's benefits under Paragraph 9B above would continue to age sixty-six (66), and the Township's benefits under Paragraph 9C, above would start at age sixty-six (66), to coincide with the medicare terms and conditions.

E. The Township reserves the right to change third party administrators and/or health plans, as long as the within benefit levels and deductible and co-payment costs to employees are substantially equivalent.

F. When both husband and wife are Township employees, family coverage will be provided under only one contract, with the supplemental benefit of 100% coverage for vision and dental, and 100% reimbursement of in and out-of-network deductibles and co-payments. When an employee's spouse works for another employer with family health benefits, then the employee may waive health insurance coverage under the Township Plan in favor of coverage under the spouses' plan. In this event, the Township will annually award a \$1,500 cash payment in December of that year in lieu of enrolling the employee in the Township plans. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through his/her spouse for any reason, including, but not limited to, the retirement or death of the spouse, or divorce.

G. The provisions of this Agreement do not affect the health benefits coverages of employees who retired prior to the effective date of this same Agreement, all of which benefits are to be determined by prior contracts in effect at the time of retirement.

H. The Township shall provide a \$10,000 life insurance policy on the employee's life only, in addition to the insurance provided by the state pension plan.

I. The Township agrees to provide a free legal defense to any employee sued in his or her official capacity for any legal act committed within his/her authority as a Township employee.

ARTICLE 10 - SICK LEAVE AND RETIREMENT

A. All employees shall retain all pension rights under New Jersey Law and the Ordinance of the Township of Lower.

B. All permanent full time temporary or full time provisional employees shall be entitled to sick leave on the basis of fifteen (15) days per year. Part time permanent employees shall be entitled to sick leave as established by regulations. The fifteen (15) days will be credited at the beginning of the year, and may be used at any time during the year. If an employee resigns, retires, or is otherwise absent, the fifteen (15) days will be pro-rated, and if more has been used than earned, it must be repaid. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the employee's immediate family as defined in Article 7, Paragraph D, or for the attendance of the employee upon a family member of the employee as defined in Article 7, Paragraph D, who is seriously ill. Sick leave entitlements for the entire year shall be credited to the employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the employer shall recover the prorated value of sick leave, and if the employee utilizes more leave than is earned, he shall be required to reimburse the employer for the value of the used, but unearned, leave. For the purposes hereof, the prorated value of the sick leave shall be determined by (i) dividing the number fifty-two (52) by the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of sick days credited at the beginning of such year, and then (iii) subtracting the sick days used in such year.

C. All permanent employees shall be entitled to accumulated sick leave days from year to year to be used if and when needed for such purpose.

D. The Township will, at the employees request, annually buy back five (5) days of unused sick leave in December of any year, from employees who have not used more than five (5) sick days that calendar year. For employees hired prior to January 1, 2002, the purchased sick leave shall not reduce the terminal leave benefit in days or hours due to the employee at the time of retirement pursuant to Paragraphs E. 1. and E. 2.

For new employees hired on or after January 1, 2002, the Township may, at its option, but only upon the employee's request, annually buy back up to five (5) days of unused sick leave in January of any calendar year, provided that the employee has not used more than five (5) sick days in the preceding calendar year ending December 31. The purchased sick leave shall reduce the terminal leave benefit in days or hours due to the employee at the time of retirement pursuant to Paragraph E. 3.

E. Retirement

1. For all employees hired prior to January 1, 1982, upon regular retirement, an employee will receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of one hundred eighty (180) days, at the employee's rate of salary at retirement.

2. For all employees hired after January 1, 1982, they shall be entitled, upon regular retirement, to compensation for 100% of unused sick leave, up to a maximum of one hundred (120) days.

3. For employees hired on or after January 1, 2002, the maximum terminal leave benefit will be \$12,000.

4. Employees with ten (10) years of service resigning in good standing shall receive compensation for 50% of unused sick leave subject to the restrictions of Paragraph E1, Paragraph E2, and Paragraph E3.

5. Each retiring employee shall notify the Township treasurer of his intention to retire no later than December 1st of the year preceding the year in which the employee will retire.

6. For the purposes of Paragraphs E.1, E.2 and E-3, "regular retirement" shall mean either of the following:

(a) Retirement at age sixty-two (62) or older with at least fifteen (15) years of continuous service with the Township at the time of retirement; or

(b) Retirement at any age with at least twenty-five (25) years of service with the Township at the time of retirement, but not necessarily continuous.

F. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

2. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation.

G. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totaling 10 days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six months.

(b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. In case of death in the immediate family, reasonable proof shall be required.

4. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, be examined at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE 11 - WAGES

A. All members of the Teamster's Union covered by this Agreement, the base hourly wage will be increased by 59¢ for the year 2002, 60¢ for the year 2003 and 61¢ for the year 2004.

B. The hourly rate shall be as set forth on Schedule B attached hereto and by this reference made a part hereof.

C. Any employee who has a commercial drivers license ("CDL") or has a valid permit will receive a \$.10 per hour differential increase whether they drive or not. CDL license must be held by all employees driving. If license is not obtained or license is revoked, employee is subject to layoff until the license is obtained or restored.

D. All new hires will start at \$1.00 per hour less than the listed rate. After each three (3) months, the employee will receive 25¢ per hour until full year. At the first anniversary, the employee will receive the full hourly rate of Agreement.

E. Employee upgraded from one classification to another classification shall receive the top rate in that classification. Employees working in a lower rated job shall not suffer any reduction in wages.

F. Employees assigned to work in a higher rated job, according to seniority and qualifications, shall receive the higher rate of pay for all hours worked on the higher rated job.

G. All regularly assigned employees working in the recycling program or the trash/garbage program shall receive the laborer's rate plus additional 25¢ per hour for that day, including overtime. An employee shall be entitled to the additional 25¢ per hour if he works one (1) week on the trash/recycling truck prior to any personal day, holiday, or vacation day.

H. There shall be three (3) employees on the recycling truck and trash/garbage truck only during the regular curb pick-up excluding all other operational public works services.

I. Shift differential shall be 5% increase per hour.

J. In the event there are not enough trash or recycling employees to fill the position for any day, other laborers shall be given the first opportunity to work trash and or recycling.

K. Retroactive salary increases will be paid with the first regularly scheduled pay following the execution of this Agreement by both parties.

ARTICLE 12 - LONGEVITY

A. As of the date of execution of this Agreement, longevity shall be computed for employees in accordance with the following formula based upon years of uninterrupted service with the employer. There will also be a cap on longevity based on \$30,000 annual income.

	<u>Maximum Cap</u>
0 through 5 years	- 0
End of 5th - 10th year	- 2% of base salary = \$600.00
End of 10th - 15th year	- 4% of base salary = \$1,200.00
End of 15th - 20th year	- 6% of base salary = \$1,800.00
End of 20th - 25th year	- 8% of base salary = \$2,400.00
End of 25th year and beyond	- 10% of base salary = \$3,000.00

For employees hired on or after January 1, 2002, the rates and amounts for longevity shall be reduced by 50%. Accordingly, the longevity schedule for such new employees will be as follows:

	<u>Maximum Cap</u>
0 through 5 years	- 0
End of 5th - 10th year	- 1% of base salary = \$300.00
End of 10th - 15th year	- 2% of base salary = \$600.00
End of 15th - 20th year	- 3% of base salary = \$900.00
End of 20th - 25th year	- 4% of base salary = \$1,200.00
End of 25th year and beyond	- 5% of base salary = \$1,500.00

B. Employees will make arrangements to see the bookkeeping department, on company time, to discuss wages, bonds, etc. according to supervisor and in a reasonable manner.

ARTICLE 13 - BULLETIN BOARD

One bulletin board shall be made available by the Township at the following location:
Road Department. This bulletin board may be utilized by the Union for the purpose of posting
Union announcements and other information of a non-controversial nature. The department head
or his representative may have removed from the bulletin board any material which does not
conform with the intent and provisions of this article.

ARTICLE 14 - WORK RULES

A. The Township may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve with reference to the same within ten (10) days after the same are posted or disseminated and/or a copy sent to the Union.

B. Traffic tickets - The Township will pay all fines, if at fault, incurred while working.

C. Water coolers shall be on all trucks.

ARTICLE 15 - NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, neither will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work of abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the Township to invoke the following: Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the Civil Service Law.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

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 16 - NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the Union against any employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working hours.

ARTICLE 17 - DEDUCTIONS FROM SALARY

A. Employees have the right to join, not join, maintain, or cancel their membership in the Union at any time. Neither the Employer nor the Union shall exert any pressure upon, or discriminate against, any employee to influence the employee to join or not join the Union.

B. The union is required to represent all employees in the bargaining unit fairly and equally.

C. The Employer shall deduct regular monthly dues from the pay of any Union member covered by this Agreement upon receipt of individual written authorization cards executed by an employee and bearing his signature. The Employer shall remit to the Union all such deductions prior to the end of the month from which the deduction is made.

D. 1. In accordance with the New Jersey Employer-Employee Relations Act, Sec. 34:13A-5.4(2), the Employer agrees to deduct from the salary of employees who are not members of the union an amount equal to 85 percent of the regular membership dues, fees, and assessments as a representation fee. For present employees, such payments shall commence on the thirtieth day following the effective date of this Agreement, or on the date of execution of this Agreement, whichever is the later; for the new employees, the payment shall start thirty (30) days following the commencement of employment. The Employer shall remit to the Union all deductions prior to the end of the month for which such deductions are made.

2. Any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the Union a return of any part of the fee which represents the employees' additional pro rata share of the Union's expenditures in and of activities or causes of the partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any benefits available only to Union members. The pro rated share subject to refund shall not reflect the costs of support of lobbying activities

designated to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, or other conditions of employment in addition to those secured through collective bargaining with the Employer.

3. An employee requesting a partial refund of the representation fee shall notify the Union by certified or registered mail during the period between September 1st and September 30th of each year. Such notice shall specify the type of expenditures to which the employee objects. The approximate proportion of the representation fee spent by the Union for such purposes shall be determined annually after each fiscal year of the Union by the Union's Secretary/Treasurer. Rebate of a pro-rated portion of the employee's representation fee corresponding to such proportion shall thereafter be made to each individual who has timely filed a notice of objection.

4. In an objector is dissatisfied with the proportional allocation that has been determined on the grounds that it does not accurately reflect the expenditure of the Union in the defined area, the objector may appeal to the Local Union Executive Board within thirty (30) days following receipt of the rebate. The Executive Board must act on this appeal within thirty (30) days.

5. If an objector is dissatisfied with the Local Union Executive Board's determination, the objector may appeal to a panel appointed by the Governor pursuant to Sec. 34:13A-4(3). In this proceeding, the Union shall bear the burden of proof in demonstrating the accuracy of its computations.

ARTICLE 18 - UNIFORMS

A. All mechanics shall have a complement of six (6) sets of uniforms paid for by the Township. All mechanics shall be entitled to the replacement of any worn-out uniform upon presentation to their department head of the uniform to be replaced so that their complement of six (6) uniforms shall remain intact.

B. All other employees shall be entitled to a complement of six (6) sets of uniforms paid for by the Township. All employees shall be entitled to the replacement of any worn-out uniform upon presentation to the department head so that their complement of six (6) uniforms shall remain intact. All employees shall be entitled to five (5) sets of "T" shirts per year with the Township logo.

C. All employees shall be entitled to a shoe allowance of \$125.00 per year. Employees will buy their own boots (must be good leather boots). Upon presentation of a voucher and a receipt for the shoes to the Township Treasurer, they shall be reimbursed for the purchase of any work shoes up to a limit of \$125.00 per year. If the Township can secure shoes at a cheaper rate by means of bulk purchase, and the Union agrees, shoes shall be supplied at the rate of two (2) pairs of shoes per man per year to a maximum of \$125.00 per man.

D. All employees shall receive adequate foul weather clothing and replacements upon presentation of worn-out foul weather clothing.

E. Shorts can be worn from May 1st through September 30th. Shorts must be blue uniform and knee length (for trash, recycling and groundskeepers only).

F. After the year 1982, employees shall receive one (1) winter jacket each year upon presentation of a worn-out jacket.

G. The Union shall form a "Uniform Committee" to meet with the Superintendent of Public Works and the Township Manager. The Union Uniform Committee shall make

recommendations concerning the nature and costs of the uniforms to be purchased by the Township. The Township shall give the Union's recommendations any possible consideration.

H. First aid kits shall be provided and maintained by the Rescue Squad for the garage and one in each vehicle.

ARTICLE 19 - SEPARABILITY AND SAVINGS

If any provision of this agreement or any application of such to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 20 - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Any benefits negotiated by other department above these, shall apply to this Agreement.

ARTICLE 21 - CREDIT UNION

The Employer agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes if the employee has provided the Employer with a signed card so authorizing. Such deductions will only be remitted to the Credit Union once a month.

ARTICLE 22 - TERM AND RENEWAL

This Agreement shall be I full force and effect as of JANUARY 1, 2002, and shall remain in effect to and including December 31, 2004, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Township of Lower, New Jersey this 29 day of April, 2002.

For the Township of Lower
LOWER TOWNSHIP, NEW JERSEY

By: Larry Starner
Larry Starner, Mayor

Attest:

By: Claudia R Kammer
Claudia R. Kammer, Clerk

For the Union
Teamsters Local Union 676

By: Vincent Bordonaro, President
+125/02

Attest: Paul Ploger

By: [Signature]

Schedule A

Horizon Blue Cross Blue Shield of New Jersey Direct Access Design 10 Benefits Township of Lower

In-Network - Horizon BCBSNJ's payment for eligible expenses when services are obtained from one of the providers in our Managed Care Network. Horizon BCBSNJ reimburses both Primary Care physicians and Specialists at the applicable allowance on a fee for service basis. The member will not be responsible for any balance bill. Direct Access provides the highest level of benefits for in-network services and the member does not have to file claims.

Out-of-Network – Horizon BCBSNJ's payment for eligible services that are not obtained from one of the providers in our Managed Care Network. The member may see any physician if he/she is willing to pay a greater share of the costs. Horizon BCBSNJ reimburses participating providers at the applicable allowance. Non-network providers are reimbursed up to our applicable allowance and may balance bill to charges. An annual deductible and a coinsurance applies to all eligible medical and most supplemental services. Once the member reaches the out of pocket maximum, the Plan pays 100% of the appropriate allowances for eligible services for the rest of the year. There is a lifetime maximum for each member. The member is responsible for complying with all utilization review and cost containment programs

In-Network	Out-of Network
ALL SERVICES	

Benefit Period	Calendar Year	
Deductible (total combined per year)		
Hospital/Facility	None	\$500 per indiv/two ded per family
Professional	None	\$500 per indiv/two ded per family
Supplemental	None	\$500 per indiv/two ded per family
Coinsurance		
Hospital/Facility	100%	60%
Professional	100%	60%
Supplemental	100%	60%
Out of Pocket Max. (excluding ded.)		
Hospital/Facility	None	2,000 per indiv/4,000 per family
Professional	None	2,000 per indiv/4,000 per family
Supplemental	None	2,000 per indiv/4,000 per family
Maximums		
Benefit Period	None	None
Lifetime	None	None

**In-Network
Hospital /Facility Services**

Out-of-Network

Inpatient Services	In-Network	Out-of-Network
Room & Board (semi-private room)	100%	60% after deductible
Intensive Care & Other Hospital Services (therapy/diagnostic services, blood administration, general nursing, operating room, etc.)	100%	60% after deductible
Maternity Benefits	100%	60% after deductible
Organ Transplants (Includes ABMT)	100%	60% after deductible
Outpatient Services		
Hospital Services (operating room, blood administration, general nursing, therapy/diagnostic services, etc.)	100%	60% after deductible
Pre-Admission Testing	100%	60% after deductible
Medical Emergency / Accidental Injury	100% after \$25.00 co-pay \$25 copay applies to facility charges	100% after \$25.00 co-pay \$25 copay applies to facility charges
Surgical Center	100%	60% after deductible
Skilled Nursing Facility	100% up to 120 Days	60% after deductible up to 60 days
Home Health Care	100%	60% after deductible up to 100 visits
Hospice Care	100%	60% after deductible
	combined	\$9,000

Physicians Services

Inpatient Services	In-Network	Out-of-Network
Medical Care (including consultations)	100%	60% after deductible
Surgical Services (including assistant surgeon and anesthesia)	100%	60% after deductible
Obstetrical Services (i.e., normal delivery, cesarean section, abortion)	100%	60% after deductible
Diagnostic / Therapy Services	100%	60% after deductible

Outpatient/ Out of Hospital Services		
Office Visits (including related diagnostic/therapy services) when medically necessary	100% after \$10 copay	60% after deductible
Medical and Surgical Care (including related diagnostic/therapy services)	100% after \$10 copay	60% after deductible
Diagnostic X-ray and Lab	100%	60% after deductible
Allergy Testing, treatment & injections	100% after \$10 copay	No Benefit
Maternity Care	100% after \$10 copay (copay applies to first visit only)	60% after deductible
Infertility (includes in-vitro fertilization per NJ Mandate)	100% after \$10 copay 4 egg retrievals	60% after deductible per lifetime
Well Child Care (through age 19)	100% after \$10 copay	No Benefit
Child Immunizations/Lead Testing (NJ Mandate)	100% after \$10 copay	60% (no deductible)
Routine Physicals (beginning at age 20) (Health Wellness NJ Mandate)	100% after \$10 copay 1 per year	60% (no deductible)
Prostate Screening (NJ Mandate)	100% after \$10 copay 1 per year	60% (no deductible) Men age 40 and over, 1 per year
Annual Routine Ob/Gyn Exam	100% after \$10 copay 1 per year, no referral needed	60% no deductible
NJ Pap and Mammography mandates	100% after \$10 copay 1 per year	60% no deductible
Short Term Therapies: Physical, Speech, Occupational, Respiratory/Inhalation Therapy (Limit of 3 modalities per visit)	100% after \$10 copay 30 visit	60% after deductible \$1,000 Ind./\$2,000 Family max for each therapy maximum
Therapeutic Manipulations	100% after \$10 copay \$1,000 Individual/\$2,000 25 visits within a	60% after deductible Family maximum per benefit period 60 day period maximum

Supplemental Services

Ambulance (Ground Transport Only)	100%	60% after deductible
Private Duty Nursing	100% limited to 30 visits	No Benefit
Durable Medical Equipment	100% Combined \$5,000 maximum -	60% after deductible (no maximum on prosthetics)
Diabetic Supplies (NJ Mandate)	100%	60% after deductible
Diabetic Education (NJ Mandate)	100% after applicable co-payment	60% after deductible
Prescription Drugs	Covered under freestanding	Prescription drug program
Physical Rehabilitation Facility Inpatient and Outpatient Services	100% limited to 60 days	No Benefit
Oxygen & Administration	100%	60% after deductible
Nutrition	100% after \$10 copay 3 visits per year	No Benefit
Blood Charges	100%	60% after deductible

**In-Network
Mental Health/Substance Abuse****

Out-of-Network

Inpatient Services	100% 45 days per benefit period 90 days per lifetime	60% after deductible 30 days per benefit period 90 days per lifetime
Outpatient Services	100% after \$10 copay 50 visits per benefit period 150 visits per lifetime	60% after deductible 20 visits per benefit period 60 visits per lifetime
Group Therapy	100% after \$10 copay 3 sessions – 1 visit	No Benefit
Partial Hospitalization	2 partial days – 1 inpatient day 45 days per benefit period	No Benefit

**All Mental Health/Substance Abuse Care services must be coordinated through the Horizon BCBNJ/Magellan Behavioral Health Program. Biologically Based Mental Health Illnesses will be paid as any other medical condition pursuant to the NJ state mandate.

The Catastrophic Limit does not apply to Mental Health/Substance Abuse.

Cost Management

Catastrophic Case Management	Covered	Covered
Pre-Admission Review	Physician Network Responsibility In State. Member Responsibility Out of State	Member Responsibility 20% reduction for noncompliance

Eligibility

Children covered to the end of the calendar year in which they turn age 23. Full –time students covered until the end of the calendar year in which they reach age 23 or until the end of the month during which their full-time student status ends. Handicapped dependents covered beyond the child removal age, if handicap occurred prior to age 23.

Pre-Existing Condition Exclusion

Employees and Dependents who have continuous coverage under the prior group contract and or other previous health coverage will not be subject to the pre-existing condition exclusion. The exclusion applies to new hires and late entrants only. If the exclusion applies, for the first twelve months after an eligible persons enrollment under the contract, no benefits will be provided for services incident to, resulting from, or relating to any disease, injury, or condition which was treated or diagnosed by a health care professional within the six month period prior to enrollment for that person. Note: This does not apply to children who enroll within 30 days of birth or adoption.

CareWise

CareWise is a health information service that includes a toll free 24-hour health information line staffed by registered nurses. Members are provided with a resource manual, which includes information on common medical ailments. CareWise nurses do not diagnose or recommend any treatment. Instead, they provide the member with the necessary health information needed to make informed medical decisions. This helps members determine if their health ailment requires a doctor's visit

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your booklet for more information.

SCHEDULE B

	2002	2003	2004
Mechanic	20.50	21.10	21.71
Sr. Mechanic/Diesel	22.07	22.67	23.28
Mechanic's Helper	18.39	18.99	19.60
Equipment Operator	18.09	18.69	19.30
Senior Equipment Operator	19.89	20.49	21.10
Supervising Equipment Operator	19.89	20.49	21.10
Motor Broom Operator	16.99	17.59	18.20
Electrician	17.04	17.64	18.25
Maintenance Repairer	17.42	18.02	18.63
Laborer	16.32	16.92	17.53
Supervising Laborer	18.12	18.72	19.33
Temporary Laborer	10.56	11.16	11.77
Groundskeeper	12.37	12.97	13.58
Sign Maker - Wood & Metal	16.62	17.22	17.83
CDL License	\$.10 per hr. differential		
Sign Maker - Wood & Metal Helper	\$.10 per hr. differential		
Trash/Recycling	\$.25 per hr. differential		

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2002-79

TITLE: RATIFICATION OF CONTRACT WITH TEAMSTER'S LOCAL 676 UNION FOR THE YEARS 2002 THROUGH 2004

MOTION:

SECOND:

WHEREAS, the Township of Lower and the Teamster's Local Union 676 have been involved in collective bargaining, and

WHEREAS, the parties have reached an agreement on all issues, and

WHEREAS, the Teamster's Local Union 676 has ratified the contract.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Lower that the attached agreement be and is hereby ratified.

I hereby certify this resolution was adopted by the Township Council at their meeting of April 15, 2002.

Claudia R. Kammer

	BECK	BROGAN	BLOMKVEST	CHESNA	STARNER
AYE					
NAY					
ABSTAIN					
ABSENT					

treas.
payroll
Mgn.
Stop Stewart