# AGREEMENT

between

# The Township of Hopewell

and

# American Federation of State, County and Municipal Employees

Local 3867

January 1, 2013 through December 31, 2015

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**HOPEWELL TOWNSHIP**

**HOPEWELL TOWNSHIP PUBLIC WORKS, AFSCME LOCAL 3867**

**AGREEMENT**

This Agreement dated the 9th day of February, 2015 by and between Hopewell Township, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and the Hopewell Township Public Works AFSCME Local 3867, hereinafter referred to as the "Union."

## PURPOSE

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, the paramount right of the public to keep inviolate the guarantee for the health, safety and welfare. Unresolved disputes between the Employer and the Union are injurious to the public and both parties are therefore aware that adequate means must be established for minimizing them and providing for their resolution. The Employer and Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiation and establishing procedures to provide for the protection of the rights of the Employer, the Employees, and the Union, and to insure to the public orderly and uninterrupted service.

## ARTICLE 1

## RECOGNITION

A. The Township hereby recognizes the Hopewell Township Public Works AFSCME Local 3867, District Council 73, AFL-CIO as the sole and exclusive unit as defined immediately below, for the purposes of collective bargaining, and on all terms and conditions of employment and grievances in accordance with the laws of the State of New Jersey.

B. The bargaining unit, as discussed immediately above, shall consist of all regular full-time employees to include Laborers, Truck Drivers, Sign Maintenance, Recreation Maintenance I & II, Light Equipment Operators, Heavy Equipment Operators, Bucket Truck Operators, Chief Mechanic, Mechanics, Mechanics Assistant, Maintenance Custodians and Custodians now employed, but excluding management employees, (Director of Public Works and General Foreman, Foremen), seasonal laborers and probationary employees.

C. Collective bargaining with respect to the rights and duties of the "Township" and "Union," the resolution of legitimate grievances, rates of pay, hours of work, and other terms and conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties in accordance with the provisions of PERC Act, as amended. Unless otherwise designated, the Administrator of the Township and the President of the "union" shall be the respective bargaining agents for the parties.

D. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

## ARTICLE 2

## DURATION

A. This Agreement shall be in full force and effective from January 1, 2013 until Midnight, December 31, 2015.

B. The parties agree that the negotiations for a successor agreement, modifying, amending, or altering the terms or provisions of this Agreement shall commence on or about April 1, 2015. In the event that no successor agreement is completed, ratified and executed before December 31, 2015, the present agreement will continue in full force until said successor agreement has been ratified and executed.

## ARTICLE 3

## 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 by the laws and Constitution of the State of New Jersey and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Township. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40:1-1 et seq. or any national, state, county or local laws or regulations.

B. The Employer reserves the right to manage and conduct Township affairs efficiently and economically and in such manner as it sees fit, including but not limited to:

1. The right to hire all employees, whether permanent, temporary or seasonal, and to promote, transfer, or assign employees.

2. The right to adopt, revise and enforce working rules, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed at any particular time and to be in sole charge of the quality and quantity of the work required. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

3. The right to subcontract work and services and delete and discontinue any services, materials or methods of operation.

4. The right to set rates of pay for temporary or seasonal employees.

5. The right to discipline and discharge employees for cause.

6. The right to suspend, demote or layoff employees.

7. The right to introduce new equipment, safety methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.

8. The right to determine the number, location and type of facilities and installations.

9. The right to determine the size of the work force and increase or decrease its size.

10. The right to permit public works employees not included in a bargaining unit to perform bargaining unit work only when no other trained or qualified bargaining unit employee is available when, in the opinion of the management, this is necessary for the conduct of municipal services.

11. The right to direct the work force, assign work and determine the number of employees assigned to operations.

12. The right to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates after negotiations with the majority representative for any new or changed classifications.

13. The right to determine rest periods, cleanup time, and the starting and quitting time with at least two (2) weeks advance notice.

14. The right to determine the qualifications and competency of employees to perform available work.

15. The right to carry out cost and general improvement programs.

16. The right to add as the situation demands, rules and regulations plus changes or additional special or general orders so long as the intent of these orders, rules and/or regulations including personnel orders do not abrogate the terms of this Agreement.

17. The right to establish reasonable, standardized testing procedures for all job classifications.

C. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitution and laws of New Jersey and of the United States.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights.

E. Except as otherwise provided in this agreement, the authority of the Township to exercise any inherent managerial right shall not be arbitral.

F. The above list of specific rights in this Article is not intended to be, nor shall it be considered restrictive or a waiver of any rights of management not listed, whether or not such rights have been exercised by the Employer in the past.

G. The Township retains all rights not expressly granted in this Agreement to the Union, or bargaining unit employees, and shall not be subject to any duties not expressly assumed by it in this Agreement.

## ARTICLE 4

## NON-DISCRIMINATION

A. The Township and the Union agree that there shall be no discrimination against any employee because of age, race, color, creed, marital status, sex, political affiliation, sexual preference, physical handicap, national origin, promotions, or service with the Township.

B. The Township and the Union agree that there shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

C. Unless otherwise provided herein, the masculine pronoun shall import the feminine; the singular number shall import the plural; and vice versa, as applicable.

## ARTICLE 5

## STRIKES OR WORK STOPPAGES

During the life of this Agreement the Union pledges that there shall be no strikes, walkouts, stoppages of work, sit downs, slowdowns, boycotts, or any other direct interference with the Employer's operation or any violations of law. In the event of any breach of this clause, the Employer shall have the right to institute a suit in the appropriate court, for damages and/or injunctive relief, without regard to and without having to invoke, proceed under or abide by any provision or arbitration as hereinafter provided.

## ARTICLE 6

## UNION BUSINESS

A. The Union may designate five representatives and one alternate whose name shall be furnished to the Township Administrator, in writing, by the Union. The Alternate shall only serve in the absence of one of the designated representatives. The designated

representatives will be required to perform their normal work duties and any duties in relationship to the Union shall be confined to non-working time. If the Township schedules a meeting with the designated representatives during normal work hours, they shall not lose any pay for the time spent in the meeting.

B. Upon notice to the Township Administrator, the Union Business Representative shall be permitted access to the Township provided that the Representative shall not disrupt the work of the employees.

C. The Union shall notify the Township Administrator annually in writing of the names of all officers elected by the membership of the Union.

D. Any meetings held between representatives of the Township and the Union shall be held at places and times convenient to both parties.

E. A designated shop steward may be permitted reasonable time to present or process grievances during normal working hours, provided the shop steward has requested said time from the Director of Public Works or designee, the request is reasonable, the time spent will not, in the opinion of the Director, be disruptive of the employer's operation. The shop steward will not suffer loss of pay for time so spent where he has obtained the prior permission of the Director as provided above.

F. Upon prior written request by the union and approval of the Township Administrator, the Township shall provide up to a total of fifteen (15) days of paid leave annually total which may be used by any of the 5 members to attend training or conferences conducted by the Union (e.g. 5 members for 3 days each, 3 members for 5 days each but in no case shall more than 15 days <u>total</u> be used for training or conferences). The Township shall release said employees on conference time without the loss of pay to attend the training and the Union shall bear all other costs.

## ARTICLE 7

## WORK SCHEDULE

A. Regular hours for regular full time public works employees shall be forty (40) hours per week and eight (8) hours per day. Regular hours shall be Monday through Friday inclusive and shall consist of forty (40) hours per week and eight (8) hours per day.

B. Regular works hours shall begin at 7:00 AM and end at 3:30 PM.

C. The regular work day shall include a one-half (1/2) hour unpaid lunch period and one (1) fifteen (15) minute paid break. The lunch period shall normally be taken between 12:00 P.M. and 12:30 P.M. and may be changed with one (1) hour notice by the Director of Public Works or his designee.

D. All employees shall be required to document all work hours for pay purposes on an electronic time clock provided by the Township, and will be paid only in accordance with the officially registered time on the clock.

## ARTICLE 8

## COMPENSATORY TIME

A. Compensatory time may be accumulated in lieu of being paid for overtime and shall be defined as time accrued for time worked in excess of 40 hours per week.

B. Compensatory time shall be accrued at the rate which the employee is otherwise entitled to be compensated for overtime. For example, if the employee would be paid twice his regular hourly rate for overtime, then for each hour worked, he shall accrue two (2) hours of compensatory time.

C. When determining Compensatory time, Holidays, vacation leave, sick leave, personal leave time or other paid leave shall be counted in the weekly totals as hours worked.

D. Compensatory time accumulated by each employee prior to the date of this contract during 2013 and 2014, may be retained by the employee and shall be used in accordance with the terms of this contract.

E. Effective January 1, 2015 employees may accumulate no more than 80 hours of compensatory time. The Township may, in its sole discretion as a managerial right, permit accumulation of greater than 80 hours of compensatory time when required due to emergencies. Any compensatory time earned as a result of a call back while the employee is on paid leave, shall be excluded from the compensatory time cap set forth in this Article.

F. When an employee accumulates more than 60 hours of compensatory time during any calendar year, 60 of the accumulated hours shall be used by August 31 of the calendar year in which the time is accumulated. Accumulated Compensatory time over 60 hours may be carried into the following calendar year. All comp time carried into the following calendar year shall be used prior to August 31 of the following year.

G. Compensatory time accumulated between September 1 and December 31 of any calendar year may be carried into the following calendar year. All comp time carried into the following calendar year shall be used prior to August 31 of the following year.

H. Employees may elect payment for accumulated Compensatory time in lieu of taking the time off. If the employee seeks cash payment, the employee shall notify the Township Administrator and Chief Financial Officer on or before December 31 of the year preceding the year in which payment is to be made. Failure to provide this written notice as specified shall result in the assumption that all time will be used by the employee in accordance with the terms of this contract. NO PAYMENTS FOR UNUSED COMPENSATORY TIME SHALL BE MADE UNLESS WRITTEN NOTICE HAS BEEN PROVIDED IN ACCORDANCE WITH THE PRECEDING SENTENCE. The Township shall issue payment for the comp time requested on or before January 31 of the calendar year in which payment is to be made at the hourly rate year for preceding the year in which payment is to be made.

## ARTICLE 9

## SICK LEAVE

A. Each regular full-time employee shall begin to accrue sick leave beginning with the month next following the date an employee enters Township service and may earn up to twelve (12) sick days per year. Sick leave shall be earned on the basis of one (1) working day per month up to the maximum of twelve (12) days per calendar year. Sick leave days shall continue to accrue while an employee is on any leave with pay. Sick leave shall not accrue while an employee is on any leave without pay.

B. Each regular full-time employee shall have any unused sick leave days accumulated. Accumulated sick leave shall be reduced by one (1) day for each working day of approved absence due to illness. Employees shall be given a written accounting of accumulated sick leave days on or about February 1st of each year.

C. Accumulated sick leave may be taken in minimum increments of not less than fifteen (15) minutes. Accumulated sick leave may also be taken in excess of the amount then accumulated, but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave must be noted on the

employee's Leave Request Form. If an employee leaves the Township service for any reason whatsoever before he/she has earned the excess amount taken, he/she shall reimburse the Township for unearned portion which portion shall be deducted from his/her final paycheck.

D. Employees may use accumulated sick leave to care for immediate family members in accordance with the provisions of this section. Immediate family is defined as spouse, domestic partner, mother, mother-in-law, father, father-in-law, child, sister sister-in-law, brother, brother-in-law, grandparents, grandchildren, grandparents and grandchildren by marriage of the employee.

1. With the approval of the Director of Public Works, or his/her designee, sick leave may be taken for a period not exceeding five (5) days per year in the event a member of the employee's immediate family becomes seriously ill.

2. An employee may take an extended period of sick leave to care for a member of his/her immediate family who is suffering from a catastrophic health condition or serious injury which is expected to require prolonged medical treatment and serious disability under the following conditions:

a. The employee has more than 30 days of accumulated sick leave.
b. Use of extended sick leave for catastrophic family illness will not reduce the employee's accumulated sick leave to less than thirty (30) days.
c. The employee does not use more than sixty (60) days of this extended leave per calendar year.
d. The employee provides a report from the family member's attending physician which details, to the satisfaction of the Township Administrator, the nature of the illness or injury and that it is catastrophic or seriously disabling.

e. A Leave Request Form is approved by both the Director of Public Works and the Township Administrator.

E. The Township reserves the right to require a doctor's medical certificate to verify the employee's illness. In the event of a sick leave due to exposure to contagious disease, a "Return to Work" certificate from the Township Physician may be required. The Township reserves the right to appoint a physician or physicians for the purpose of obtaining an independent determination as to whether the employee is suffering from a bona fide illness or is able to return to work.

F. To receive compensation for sick leave an employee must notify the Director of Public Works or his designee prior to the scheduled starting time of the day in question. A written note from an attending physician may be required when the Township suspects abuse of the sick leave privilege.

G. If an employee is absent from work due to illness or injury, either the day prior to or the day after a holiday, a doctor's excuse may be required upon his return to work when the Township suspects abuse of the sick leave privilege. If such certificate is not presented, the employee will not receive pay for either the sick day or the holiday.

H. An employee taken ill on authorized vacation leave may report the circumstances by phone or wire, and upon presenting a doctor's certificate, may be allowed to charge to sick leave the time lost by reason of illness while on vacation.

I. Upon retirement an employee will receive payment for fifty (50) percent of the accumulated sick leave based on the annual record he/she receives each year by February 1st or $15,000 whichever is less. The payment shall be based on the employee's current hourly rate of pay at retirement. This benefit will be available only to Township employees eligible to retire with benefits under the provisions of the Public Employees Retirement System and shall not apply to employees who retire prior to that time for any reason.

Should an employee eligible for retirement die while still in the service of the Township, this benefit will be paid to his/her estate.

## ARTICLE 10

## FUNERAL LEAVE

A. Each regular full-time employee shall be permitted up to three (3) consecutive work days with pay for purposes of attending to the arrangement of a funeral and/or attendance at the funeral of the employee's immediate family member.

B. The term immediate family shall include the following:

| | | | |
|---|---|---|---|
| Spouse | Sister | Grandchildren | |
| Step-child | Child | Father-in-law | |
| Step parents | Parent | Mother-in-law | |
| Step-grandparents | Brother | Grandparents | Step-grandchildren |

C. It is intended that the above payment be made for such period only that the employee would actually have been working so that an employee will either receive the death benefits hereunder or holiday pay, military pay, jury duty pay, or disability benefit as the case may be, but not both.

D. When a death occurs to a full-time employee's relative, not considered as immediate family, the Township Administrator may grant, upon request, time off without pay or the use of available personal leave.

## ARTICLE 11

## INJURY LEAVE

A. Each regular full-time, employee who is unable to work as a result of an injury arising out of and in the course of his employment with the Township, shall receive his full

salary for a period not to exceed twelve (12) months following the date of injury. Such salary shall be paid in accordance with the Township's standard pay schedule.

B. In the event that an injured employee receives temporary disability under worker's compensation during the course of the aforementioned twelve (12) month period, the employee shall endorse said draft payable to the Township of Hopewell solely and is to tender said draft to the Treasurer of the Township. Said tender of draft to the Township will be in way of reimbursement toward payment of the injured employee's full salary during the course of the twelve (12) month period. It is intended hereby that no employee shall receive more than his full salary during the twelve (12) month period because of an injury arising out of and in the course of his employment.

C. After twelve (12) months from the date of the injury, the employee must then use any accumulated sick leave for any time beyond the twelve (12) months, but shall use the same on the basis of one half day of accumulated sick leave for each day of absence beyond the twelve (12) months.

D. Sick leave and annual leave shall continue to accrue during the periods in which an employee is receiving workers' compensation benefits.

## ARTICLE 12

## LEAVES OF ABSENCE

A. A leave of absence without pay may be granted at the discretion of the Township Administrator. Such leave is intended for extended, long-term illness, or education and shall be applied for after all other leave time has been exhausted. Such leave is not intended to extend vacation time, sick leave on a day by day basis, or personal leave. Such leaves shall not hinder the proper and efficient operation of the Public Works Department. Any Township paid medical benefits will terminate after thirty (30) calendar days of any unpaid leave of absence. Upon termination of these benefits, the employee will be eligible

to participate in the Township's group insurance plan in accordance with the provisions of COBRA.

B. An employee returning from an authorized leave of absence as set forth above will be restored to his/her original classification at the then appropriate rate of pay, with no loss of seniority, provided, however, that sick leave, vacation leave and seniority credits shall not accrue for the period of time involving the leave of absence.

C. Employees shall be entitled to leaves of absence for family matters as required by Federal and State law.

## ARTICLE 13

## JURY DUTY AND WITNESS LEAVE

A. A regular full-time employee shall be granted necessary time off with pay when summoned to perform jury duty as prescribed by applicable law. In no event shall an employee be excused from work for more days than those required for such duty. The employee shall notify the Director of Public Works immediately of the requirement for this leave and subsequently furnish evidence that jury the duty was performed. Any employee called for jury duty shall be required to return to work when not actively serving on a jury, or when released prior to 12:00 P.M.

B. When a regular full-time employee is a party to litigation in a matter unrelated to employment with the Township, time off without pay shall be granted if the employee is called to appear as a witness during the scheduled work shift, or the employee may use any accrued vacation or personal time at his discretion. The employee shall notify the Director of Public Works immediately of the requirement for this witness leave, and subsequently furnish evidence of attendance as a witness.

## ARTICLE 14

## MILITARY LEAVE

A. The Township agrees to recognize and abide by all applicable statutes, regulations and orders with regard to employees affected by national defense and military leaves. Any employee requesting military leave must provide the Township with a copy of the military orders.

B. An employee may be granted a leave of absence up to fifteen (15) days to complete his military obligation. The Township will make up the difference in pay which the employee receives from the military and his regular pay.

C. When an employee not on probation has been called to active duty or inducted into the military or naval sources of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. Pension benefits shall be continued in accordance with the regulations of the PERS. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the Employer within sixty (60) days following his/her honorable discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.

D. The Township shall continue to provide medical insurance benefits for six (6) months following induction into active duty.

## ARTICLE 15

## PERSONAL DAYS

A. Each regular full-time employee shall be entitled to three (3) personal days of absence with pay in each calendar year. During the first calendar year of employment, personal leave shall be earned at one (1) day for each four (4) months worked. Personal

leave may be taken at the discretion of the employee with the approval of the Director of Public Works or his/her designee.

B. Unused personal days shall, at the end of the calendar year, be credited as accumulated sick leave.

C. Requests for personal leave must be approved forty-eight (48) hours in advance by the Director of Public Works or his/her designee except in the case of a bona fide emergency. Personal leave may only be taken in minimum increments of thirty (30) minutes.

D. The Township reserves the right to limit personal leave to no more than two (2) employees on any given day. In the case of multiple requests for personal days, they shall be considered based on seniority. Employees will not be paid for any unused personal leave upon termination or retirement.

## ARTICLE 16

## HOLIDAYS

A. Regular full-time employees shall be entitled to the following paid holidays during each calendar year:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Day Before or Day After Christmas
- Christmas Day

B. In the event a holiday falls on a Saturday, then the preceding Friday shall be observed as a holiday. If the holiday falls on a Sunday, the following Monday shall be observed as a holiday.

C. In order to be eligible for holiday pay, an employee must be on the active payroll of the Township and must have worked his full regularly scheduled work day before and after the holiday, unless such absence is authorized.

D. In the event any employee is called back to work while on a Township observed holiday, the employee shall be paid two (2) times their regular hourly rate for the hours actually worked and shall be guaranteed not less than four (4) hours pay at the two (2) times rate. The employee shall also be paid for the holiday.

E. "Paid for the holiday" shall mean that the employee working on a holiday receive the 8 hours of holiday time to be used on another date provided said time off is scheduled in accordance with other provision of the contract .

## ARTICLE 17

## VACATION LEAVE

A. All regular full-time employees shall be entitled to paid vacation in accordance with the provisions of this article. An employee's entitlement to earned vacation is based on the number of complete years of employment. A "complete year of employment" is defined as a year in which an employee works a regular schedule for a period of twelve (12) months.

**B.** With the exception of an employee's year of employment, annual vacation leave will be awarded to employees on January 1st of each year in anticipation of them earning their respective leave during the course of the year. Vacation leave will be

earned on a monthly pro-rata basis, calculated by dividing the appropriate number of days from the schedule in paragraph 3 below, by twelve (12).

C. Eligibility

1. During the employee's first year of service, vacation entitlement for a complete calendar year of employment shall be ten (10) days and shall be pro-rated during the year in which he/she is hired according to date of hire as follows:

| Month of Hire | Per Cent of Full Vacation Earned |
|---|---|
| January – March | 100% |
| April – June | 75% |
| July – September | 50% |
| October – December | 25% |

New employees shall be eligible to take annual leave following successful completion of their probationary period.

2. Through five complete years of service. After one complete year of service, and upon completion of each additional year through five years of service, an employee is eligible to take eleven (11) days of earned vacation each year.

3. Six through ten complete years of service. After five years of service, and upon completion of each additional year through ten years of service, an employee is eligible to take fourteen (14) days of earned vacation each year.

4. Eleven through fifteen complete years of service. After ten years of service, and upon completion of each additional year through fifteen years of

service, an employee is eligible to take seventeen (17) days of earned vacation each year.

5. Sixteen through twenty complete years of service. After fifteen years of service, and upon completion of each additional year through twenty years of service, an employee is eligible to take twenty (20) days of earned vacation each year.

6 . Twenty-one or more complete years of service. After twenty years of service, an employee is eligible to take twenty-three (23) days of earned vacation each year.

7. Employees are eligible for one (1) additional day per year of service up to a maximum of twenty-five (25) days.

As an example of the system, assume an employee begins work in April, 2000. His/her schedule of vacations for the first five years of service would be the following:

| | |
|---|---|
| 2000 | 7.5 days (75% of 10) |
| 1/1/2001 | 10.75 days (25% of 10 + 75% of 11) |
| 1/1/2002 | 11 days |
| 1/1/2003 | 11days |
| 1/1/2004 | 11 days |
| 1/1/2005 | 14 days |

On 1/1/2010 this employee would be awarded 17 days, and so on through the schedule.

D. In the event an employee is separated from Township service after having utilized unearned vacation leave, the dollar equivalent of such unearned leave shall be deducted from that employee's terminal pay.

E. Vacations for employees in the bargaining unit shall be scheduled by, and approved by, the Director of Public Works, or his/her designee, on a first come, first served basis. In the case where requests for the same day(s) off are received on the same day, the more senior person will receive preference.

F. No more than two years accumulation of earned vacation leave may be carried over into the following year.

G. Whenever an employee dies, having to his/her credit any annual vacation leave, there shall be calculated and paid to his/her estate a sum of money equal to the compensation figures on his/her salary rate at the time of death.

H. An employee who is retiring or who is otherwise separated in good standing shall be entitled to compensation or vacation equal to that which is unused and earned to the date of separation.

I. Vacation shall be defined as beginning at the end of the employee's work day which means the time they punch out.

## ARTICLE 18

## SALARY AND WAGE SCHEDULE

A. Annual pay increase for 2013 shall be 1.5% beginning on January 1, 2013, for 2014 shall be 1.50% beginning on January 1, 2014 and for 2015 shall be 1.50% beginning on January 1, 2015.

B. Salaries for each title shall be based on an hourly rate of pay and shall be in accordance with the following schedule. Salaries for the titles of Recreation Maintenance I & II, Maintenance Custodians and Custodians shall be established prior to hiring in these titles:

| | 2013 | | 2014 | | 2015 | |
|---|---|---|---|---|---|---|
| Laborer | 37,009.95 | 47,273.63 | 37,565.09 | 47,982.73 | 38,128.57 | 48,702.47 |
| Truck Driver | 40,514.74 | 52,001.50 | 41,122.46 | 52,781.52 | 41,739.30 | 53,573.24 |
| Light Equip Oper. | 44,968.56 | 57,731.17 | 45,643.09 | 58,597.14 | 46,327.73 | 59,476.09 |
| Hvy Equip Oper. | 53,055.07 | 69,453.41 | 53,850.89 | 70,495.21 | 54,658.65 | 71,552.63 |
| Mechanic | 49,951.20 | 59,628.21 | 50,700.46 | 60,522.63 | 51,460.97 | 61,430.47 |
| Chief Mechanic | 56,982.10 | 74,587.28 | 57,836.83 | 75,706.08 | 58,704.38 | 76,841.68 |

C. Steps are eliminated and replaced with annual pay increases. Annual pay increases shall be as set forth in Paragraph "A" of this Article.

D. Any employee who performs work in a higher paid classification other than his own for at least four (4) consecutive hours shall be paid at the rate of the higher classification when authorized by the Director of Public Works for the time actually worked in higher classification.

E. For each year of this agreement bargaining unit employees holding the title of laborer and holding a valid Commercial Driver's License (CDL) shall be entitled to receive $.30 per hour in addition to their base wages. The $.30 per hour additional pay shall not become part of the base wage in any year. It is agreed that these individuals shall drive township vehicles requiring a CDL at the Township's request.

F. For each year of this agreement bargaining unit employees in the classification of truck driver or above and holding a valid Commercial Driver's License who obtain and maintain a Tanker Certification and/or a Hazardous Materials Certification to said

license shall be entitled to receive $.20 per hour for each certification in addition to their base wages. The $.20 per hour additional pay shall not become part of the base wage in any year.

G. For each year of this agreement bargaining unit employees assigned the responsibility for "Playground Maintenance" shall receive a stipend of $0.75 per hour. For each year of this agreement bargaining unit employees assigned the responsibility for "Sewer/Water Assistant" shall receive a stipend of $0.25 per hour. These stipends for Playground Maintenance and Sewer/Water shall not become part of the base wage in any year.

H. Bucket Truck Operator: For each year of this agreement bargaining unit employees shall be assigned the responsibility for bucket truck operator and shall be paid in accordance with the following terms:

1. The bucket truck operator may be selected from members in the following titles - Truck Driver, Light Equipment Operator or Heavy Equipment Operator.
2. Bucket truck operator is not to be considered a title for any individual employee. Any member serving as bucket truck operator shall be compensated as out of title while serving in this capacity as defined in Paragraph D of this Article.
3. Bucket Truck Operator shall apply only to the individual selected by the Public Works Director to operate the bucket truck in accordance with "1" above.
4. Pay while serving as bucket truck operator shall be from the time the assignment is given until the time the individual returns to the Public Works building, or until the individual is reassigned by the Director of Public Works or his designee.
5. Pay rate for bucket truck operator shall be the same as heavy equipment operator starting rate. Any heavy equipment operator working in the title of

bucket truck operator shall be paid no less than their present hourly rate.

I. Longevity: All employees shall receive the following longevity benefits effective January 1, 2011:

1. Employees having ten (10) years of completed service through fourteen (14) years of completed service with the Township shall receive $1,000 per year longevity pay.

2. Employees having fifteen (15) years of completed service through nineteen (19) years of completed service with the Township shall receive $1,500 per year longevity pay.

3. Employees having completed twenty years (20) or more of service with the Township shall receive $2,000 per year longevity pay.

J. Laborers having five years of service with Hopewell Township and possessing a valid a Class "A" CDL license with medical card shall be promoted to truck driver on the anniversary date of their employment with Hopewell Township.

K. Any employee promoted to a higher job classification shall receive a pay increase in the amount of 10% of their base salary effective the date of their promotion.

## ARTICLE 19

## OVERTIME

A. For the purposes of meeting the requirements of the Fair Labor Standards Act and setting parameters for determining a forty hour work week, the regular work week is defined as beginning at 12:01 a.m. Sunday, and ending at 12:00 midnight Saturday.

B. Employees working in over forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate. Holidays, vacation leave, sick leave, compensatory time and personal leave shall count as hours worked for

purposes of overtime. All overtime hours shall be approved in advance by the Director of Public Works or his/her designee. There shall be no pyramiding of overtime, and under no circumstances shall an employee be paid more than two and one-half (2 ½) times the regular hourly rate.

C. In the event an employee is called back to work while on vacation, the employee shall be paid one and one-half (1 ½) times the regular rate per hour and shall not lose their vacation, personal or compensatory time.

D. For work performed during regular work hours as defined in Article 7, Monday through Friday, employees shall be paid at their regular rate of pay. Employees shall be paid at one and one-half (1-1/2) times their regular rate of pay for work up to 12 hours of continuous work, including regular hours. For time worked beyond 12 hours of continuous work, employees shall be compensated at two (2) times their regular rate of pay.

E. Any employee who is required to report to work beyond regular work hours shall be paid at the rate of time and one-half (1 ½) the regular-rate of pay for those hours beyond regular work hours and shall be guaranteed not less than four (4) hours pay at the time and one-half rate unless the additional hours are contiguous to the normal work day. If said hours worked are contiguous to the normal work day, then pay at the overtime rate will be granted only for the actual hours worked in addition to the regular work day. The Director of Public Works, or his/her designee, may at his/her option require an employee to work the full four (4) hours regardless of the time required to complete the original task. The starting time for the four hour minimum shall be that time officially registered on the electronic time clock provided by the Township.

F. After 12 hours of continuous work, employees shall be given a paid one-half (1/2) hour rest period after the 12th hour, and after each additional four hours worked. Such rest periods will be used for the purpose of eating, resting and changing clothes, and

shall be taken at the employee's place of work. Food will be provided to employees during these rest periods. Should this not be possible for any reason, meals will be provided in accordance with Article 21.

G. Work on Saturdays and Sundays shall be compensated at two (2) times the employee's regular hourly rate of pay, provided the employee has worked in excess of forty (40) hours. Holidays, vacation leave, sick leave, compensatory time and personal leave shall count as hours worked.

H. All work performed on any consecutive day beyond the 6th consecutive day of working overtime shall be paid at two (2) times the regular hourly rate for work outside of the employee's regular work schedule.

I. Any employee who is required to report to work beyond regular work hours shall be compensated for one-half (1/2) hour at regular hourly pay rate in addition to the four hour minimum.

J. All overtime work shall be approved in advance by the Director of Public Works or his/her designee. "Prescheduled" shall mean time worked on Saturdays that has been scheduled a minimum of two weeks prior to the Saturday being worked. Prescheduled excludes all weather related events and emergencies.

K. The Director of Public Works or his/her designee will make every effort to distribute overtime as equally as possible among bargaining unit employees who normally perform the work and are available. A rotation system of overtime assignments shall be created by the Director. The rotation shall be in order of seniority, by title. Volunteers shall be sought for overtime on a rotating seniority basis first. If there are no volunteers, the assignment of overtime shall be made on a rotating basis among those employees who are capable of performing the work as determined by the Department Head.

L. If work is terminated at the Township during regular work hours as a result inclement weather, each employee governed by this agreement shall be provided compensatory time in an amount equal to the actual time the Township Offices were officially closed during the regular work hours.

## ARTICLE 20
## PROBATIONARY PERIOD

All individuals employed as full-time employees of the Township shall be considered probationary employees for the first four (4) months of work. During this four (4) month period, the employee may be discharged at the Township's sole and absolute discretion, and such discharge shall not be subject to the grievance procedure.

## ARTICLE 21
## MEALS AND MEAL BREAKS

A. During non-scheduled overtime work, the employer will provide food for employees at regular mealtimes. The Township shall have the option to provide a meal allowance as provided in Paragraph C of this Article.

B. For the purposes of this section, regular mealtimes shall be construed to be the following:

| | |
|---|---|
| Breakfast: | 6:30 a.m. |
| Lunch: | 12:00 noon |
| Dinner: | 5:30 p.m. |

These times are set forth for the purpose of determining when work has occurred during meals and that the employee(s) qualify for Township provided food or meal allowance. While the Director of Public Works, or his designee, will attempt to provide meal breaks at these times, it is recognized that the nature of the work at hand may require that actual meal times vary somewhat from this schedule.

C. Effective upon the execution of this contract "Employer" will provide a meal allowance as follows:

| | |
|---|---|
| Breakfast | $13.00 |
| Lunch | $16.00 |
| Dinner | $25.00 |

D. Employees will provide their own meals for pre-scheduled overtime work.

## ARTICLE 22

## HEALTH INSURANCE

A. Regular full-time employees shall continue to receive the present plan of medical, dental, prescription and vision benefits from the Township as follows:

| | |
|---|---|
| Hospitalization | Single or Family |
| Major Medical | Single or Family |
| Dental | Single or Family |
| Vision Care | $100 per family member, not to exceed $200 per family |

Domestic Partners and their dependent children will be eligible for Family coverage if:

1) the full-time employee requests it.

2) the employee provides the required Certificate of Domestic Partnership and other information needed to provide coverage for the domestic partner and any dependent children.

The Township shall pay the full premium for each full time employee and, where appropriate, for dependent insurance coverage. The employee is responsible for all deductibles and co-pays occurring for domestic partners or their covered dependent children.

Regular part-time employees, working a minimum of 25 hours per week, are eligible to receive single coverage for the benefits listed above. Family coverage for these benefits may be obtained at the employee's expense.

The Township provides health insurance in accordance with COBRA.

Additionally, regular full-time employees shall receive life insurance and accidental death and dismemberment insurance benefits up to one and one half of base salary to a maximum of $150,000.

The benefit plans are outlined in booklets received from the respective insurance companies and distributed to all employees by the Administration Office.

B. New employees are eligible for benefits two calendar months after the date of hire. New employees will be enrolled in the health plans by the Personnel Officer or designee during their orientation interview. Changes in status affecting benefits should be reported to the Personnel Officer or her designee promptly by the employee so that the necessary forms can be completed and forwarded to the appropriate insurance company. Employees who have questions or concerns regarding any of their health and life insurance benefits should contact the Personnel Officer.

C. Coverage for those on Leave of Absence or terminating service with the Township Health insurance coverage for employees on a non-medical leave of absence, or who cease Township of Hopewell employment will terminate at the end of the month in which the leave begins or employment is terminated except coverage will continue for up to twelve weeks for employees on leave pursuant to the Family and Medical Leave Act and up to thirty weeks for employees on Military Leave. Upon termination of coverage, employees may extend health insurance coverage for themselves or their dependents by taking advantage of the Public Health Services Act provision for a period of eighteen months to thirty-six months. All newly hired employees and their spouses

shall receive a notice of Cobra rights upon being hired. For more information, consult the Personnel Officer.

D. The Public Works AFSCME Local 3867 agrees that members will receive medical services within the Insurance carriers of Horizon Blue Cross Blue Shield of New Jersey under Blue Select (Preferred Provider Organization PPO) and/or HMO Blue. There shall be a ten-dollar ($10.00) co-payment per doctor's visit instituted for both plans. For Prescription Drug Insurance, there shall be a ten-dollar ($10.00) co-payment for brand name drugs; a five dollar ($5.00) co-payment for generic drugs and a three-dollar ($3.00) co-payment for mail order drugs.

E. All full-time employees participating in the medical insurance program may elect to waive all medical insurance coverage.

1. Unless otherwise set forth by applicable law, an Employee who is eligible for health care coverage and elects to waive the coverage by the Township, shall receive an annual amount (to be paid on per pay basis) which shall not exceed 25% or $5,000, whichever is lesser of the amount saved by the Township (N.J.S.A. 40A 10-17.1). An employee who waives coverage shall be permitted to resume coverage under terms and conditions as applied to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including but not limited to, the retirement or death of the spouse or divorce.

2. Full-time employees electing to waive health care coverage benefits shall only be permitted to re-enroll in said coverages during an open enrollment period. The coverage shall be effective January 1 of the following year. In the case of re-enrollment due to life style change (marriage, birth of child), coverage is effective upon notification.

F. Full-time employees electing to waive health care coverage benefits shall only be permitted to re-enroll in said coverage during the fall open enrollment period of each year, in order to make the change effective on January 1 of the following year.

G. The Township reserves the right to change health insurance benefits carriers at its discretion provided any such change will provide equivalent or better coverage for bargaining unit employees. The Township shall notify the Union forty-five (45) days in advance of any change in the carrier.

H. Each Public Works AFSCME Local 3867 employee will be provided fully paid medical insurance in effect at the time of their retirement. To be eligible the employee must be:

1. At least 60 years of age, with twenty-five years in the pension retirement system and ten years of service with the Township. The Township will continue to provide medical coverage until Medicare becomes primary, at which time only secondary coverage will be offered. The employee may add his/her spouse or domestic partner, if not covered under their own medical benefit plan. The retiree shall pay 50% of the added cost of this coverage to insure his/her spouse or domestic partner.

Or

2. At least 55 years of age, with twenty-five years in the pension retirement system and with twenty-five years of service with the Township of Hopewell. The employee may add his/her spouse or domestic partner, if not covered under their own medical benefit plan. The retiree shall pay 100% of the added cost of this coverage to insure his/her spouse or domestic partner.

Should the retiree obtain benefits from another employer, that employer's coverage will be primary. Once the employee reaches 60 years of age, the Township will cover the cost as in paragraph A above.

Or

3. If an employee with twenty-five years in the pension retirement system, twenty-five years of service with the Township and less than 55 years of age wishes to retire, they may continue their current health benefits (single or other) through the Township at their cost. The Township will initially charge the employee's accrued leave that is due and payable to the employee upon retirement for the cost of the benefits. Thereafter payment for the benefits will be due by the first day of the month for the following month's benefit coverage.

Once the retiree reaches fifty-five years of age the Township will cover the cost of single health benefits as in paragraph B above.

Or

4. At least 62 years of age, with at least 20 years of service with the Township of Hopewell, of which the 10 years immediately preceding retirement shall have been served as a full time Township employee, and the balance may have been served as a non-full time officer or employee of the Township. The Township will continue to provide medical coverage until Medicare becomes primary, at which time only secondary coverage will be offered. The employee may add his/her spouse or domestic partner, if not covered under their own medical benefit plan. The retiree shall pay 50% of the added cost of this coverage to insure his/her spouse or domestic partner.

## ARTICLE 23

## LIFE INSURANCE

Life Insurance and Accidental Death and Dismemberment Insurance coverage will be provided in a term life policy at 1-1/2 times the annual salary of the employee.

## ARTICLE 24

## GRIEVANCE PROCEDURE

A. A grievance shall be defined as a complaint by an employee that, as to him/her there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement and /or general practices in effect in the Township of Hopewell.

B. Any grievance which may arise between the parties shall be settled in the following manner:

Step 1: The employee, through his/her union representative, shall take up the grievance with his/her immediate supervisor within five (5) working days of the date of the event giving rise to the grievance. Failure to act within said five (5) days shall constitute abandonment of the grievance. The grievant and the supervisor shall make an earnest effort to resolve the grievance informally. If they are unable to do so within five (5) days, the grievant may proceed to Step 2.

Step 2: If the grievance has not been settled at Step 1, it may be presented, in writing, to the Director of Public Works, or his/her designee, within five (5) working days following the conclusion of Step 1. Failure to present the grievance within the five (5) days shall constitute abandonment of the grievance. The Director of Public Works, or his/her designee, shall respond in writing to the grievant, within ten (10) of his/her working days. If the Director of Public Works, or his/her designee, fails to respond within said period or if a satisfactory settlement has not been reached, the grievant may proceed to Step 3.

Step 3: If the grievance has not been settled in Step 2, it may be presented by the Union, in writing, to the Township Administrator within seven (7) working days after response by the Director of Public Works or his/her designee. Failure to present the grievance within the seven day period shall constitute abandonment of the grievance.

The Township Administrator shall respond in writing, within ten (10) of his/her working days, to the grievant. The decision of the Township Administrator shall be final in all cases except those in which a violation of this Agreement is alleged.

Step 4: In the case of an alleged violation of this Agreement, should the Union be dissatisfied with the Township Administrator's decision, the Union may, upon written notice to the Township Administrator, and within thirty (30) working days from the date of his/her response, or from the date on which it was due, proceed to arbitration. The decision of the arbitrator shall be final and binding.

C. The procedure for selecting an arbitrator shall be as follows:

1. A representative of the Township and a representative of the Union will attempt to select a mutually satisfactory arbitrator.

2. If the parties fail to select an arbitrator within ten (10) working days, the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name, the Township shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

E. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Township and the Union.

E. It is agreed by the Township and the Union that only the designated Business Representative, Steward, or Alternate Steward may represent employees under these grievance procedures.

F. Time extensions may be mutually agreed to by the Township and the Union.

## ARTICLE 25

## CLOTHING, LOCKERS AND UNIFORM MAINTENANCE

A. The Township will supply an initial uniform issue to new employees upon successful completion of their probationary period as follows:

| | |
|---|---|
| 6 | Work Pants |
| 6 | Short Sleeve Shirts |
| 6 | Long Sleeve Shirts |
| 2 | Lightweight Work Jackets |
| 1 | Heavyweight Work Jacket |
| 1 | Pair Work Boots |

B. If changes in the uniform shirts are required during the contract term, the Township shall provide 6 new short sleeve shirts and 6 new long sleeve shirts to all employees. Following the initial issuance of changed uniform shirts, employees shall be required to maintain their uniforms using uniform replacement funds.

C. For employees who have successfully completed their probationary period and have received from the Township their initial uniform issue, entitlement to the full amount of annual uniform and shoe replacement funds shall commence on January 1st following the successful completion of probation. During the year in which probation is successfully completed and in which the employee is provided with the initial uniform issue, the employee shall be entitled to a pro-rated amount of replacement funds.

D. Uniform and shoe replacement funds are for the replacement of work pants, work shirts and work shoes. Replacement funds shall be paid to employees by June 1 of each year as follows:

| | |
|---|---|
| 2013 | $775 per employee |
| 2014 | $775 per employee |
| 2015 | $775 per employee |

Employees shall use replacement funds to purchase only approved uniform clothing in accordance with Public Works Department clothing standards. An employee may be subject to discipline, as provided in Article 30, if he/she is not wearing appropriate uniform clothing.

E. Clothing standards shall be Indigo blue jeans or dark blue khaki pants and shirts shall be ANSI Class 3 for all employees of the bargaining unit except mechanics. Mechanics shall wear Indigo blue jeans or dark blue khaki pants and dark blue shirts.

F. Upon inspection and authorization by the Director of Public Works, or his/her designee, the Township will replace heavy weight and light weight coats which are spoiled in the line of duty.

G. The Township will provide one (1) locker for each employee to be used for storage of the employee's uniforms and safety equipment.

H. The Township will provide safety equipment which is required by law and which is considered prudent given the work performed. Employees will be required to take care of safety equipment and uniforms provided to them by the Township. Safety equipment shall be worn as directed by the Township or its agents.

I. Chief Mechanic, Mechanic and Mechanic's Assistant will receive annual reimbursement during June of each year for needed tools upon presentation of receipt, in accordance with the following schedule:

| | |
|---|---|
| 2013 | $600.00 |
| 2014 | $600.00 |
| 2015 | $600.00 |

## ARTICLE 26

## SENIORITY

A. Seniority is defined as an employee's length of service with the Public Works Department beginning with the employee's most recent date of hire but excluding time spent on non-paid leaves of absence.

B. Newly appointed probationary employees shall have no seniority and shall not be eligible for seniority under the terms of this agreement until they have completed the probation period. Once an employee has completed the probation period, seniority reverts to the employees date of hire and shall accumulate until that employee resigns, is discharged or retires.

C. Departmental seniority will be considered in promotions where skills, ability and physical fitness are equal and where conflicts arise in scheduling vacation requests as provided in Article 17.

D. The Township shall maintain and annually post an accurate, up-to-date seniority roster showing each employee's date of hire, and position classification, and shall furnish copies of same to the union upon request. The Township also shall promptly advise the appropriate Union Representative of any change which necessitates amendments to the seniority list.

## ARTICLE 27

## LAYOFF AND RECALL

A. All regular full-time employees shall be given a thirty (30) working day written notice prior to any layoff. All seasonal, temporary and probationary employees within the department shall be laid off prior to any regular employees.

B. The Township agrees that employee lay-offs shall be on the basis of departmental seniority, provided that the remaining employees within a classification are qualified to perform the required work.

C. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications and skills and abilities for the work available. Notice of recall shall be made in writing and sent by certified mail to the employee's home address of record. The employee must provide the Township with any address change while waiting for recall.

D. The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position unless such employees on recall refuse to accept such employment. An employee recalled to a position with a lower salary rate than his/her previous position may refuse such position and remain eligible for recall. The recalled employee must report for reinstatement within ten (10) days after notice. If the employee does not so report, he/she shall have forfeited the right to recall. In all circumstances, recall rights shall be terminated twelve (12) months from the date of layoff.

E. When an employee is recalled from layoff and reinstated, the employee is considered to have continuous service credit for computation of future earned benefits, however, the total period of continuous service shall not include the length of the period of the employee's layoff.

F. Any non union employee may not replace a union employee at their position in the event of layoffs, promotions and or demotions.

## ARTICLE 28

## DUES CHECK-OFF

A. The Township hereby agrees to deduct from the salaries of employees covered by this Agreement dues for Union membership. Said monies, together with records regarding any corrections, shall be transmitted to the Union office at AFSCME, Nottingham Square Village, 2653A Whitehorse-Hamilton Square Road, Hamilton, NJ 08690, by the end of the next month following the previous monthly pay periods in which the deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change on stationary bearing the Union letterhead. The amounts to be deducted shall be certified to the Township by the Union.

B. Any employee covered by this Agreement who does not choose to have dues deducted from his salary must pay a representation fee in lieu of dues to the Union. The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments. The collection of such representation fee, the use of such representation fee and appeal of such fee in regard to this Agreement shall be governed by NJSA 34:13A-5.5 through 34:13A-5.8.

C. The Union will provide the necessary check-off authorization forms and secure the signatures of its members on said forms, and deliver said forms to the designated Township officials as provided for in NJSA 52:14-15.9e, as mandated.

D. The Union indemnifies, defends and saves the Township harmless against any and all claims, demands, suits or other forms of liability that may rise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards

submitted by the Union to the Township or any action taken by the Township under all sections of this Article.

## ARTICLE 29

## DISCIPLINE ACTIONS

A. Disciplinary action may be taken against any employee when it is believed that the employee is not conforming to the letter or spirit of Township policies and rules; or to specific instructions given to him/her; or has acted improperly, dishonestly, immorally, illegally; or has violated any of the rules or regulations.

B. Discipline shall be imposed for just and sufficient cause only. The Township shall bear the burden of proof. Except for criminal acts, disciplinary actions shall not be initiated for undocumented actions occurring more than one (1) year from the date of management's knowledge. This provision is not intended to prohibit either party from presenting evidence of progressive discipline. Documented actions consist of documents signed by the employer and provided to the employee at the time of action.

C. Depending on the seriousness of the matter, disciplinary action against employees may be in any of the following forms:

1. Oral reprimand from supervisor or Director of Public Works
2. Written reprimand from supervisor, Director of Public Works or Administrator
3. Suspension from duty without pay by Administrator
4. Separation from the service by Administrator

All such reprimands shall be documented to the employee's personnel file.

D. The Township will give the Union written notice of the nature of the discipline and the reason for the discipline within five (5) days. Failure to provide such notice or failure to include any reason in the notice shall not prejudice the right of the Township to impose the

discipline or to introduce such reasons during the grievance procedure and in any arbitration which may follow.

E. The Union may appeal minor disciplinary actions resulting in suspensions of five (5) days or less to Step 3 of the grievance procedure. The Union may appeal disciplinary actions resulting in suspensions of six (6) days or more or an aggregate of fifteen (15) days or more in a one-year period to Step 4 of the grievance procedure.

## ARTICLE 30

## DRUG & ALCOHOL TESTING

A. The parties have agreed that the Township may implement a drug and alcohol testing program that will include testing in the case of probable cause. Probable cause shall include situations where an employee is involved in an unexplained accident.

B. Drug and alcohol screening shall be conducted by a laboratory that is either certified by the National Institute for Drug Abuse ("NIDA") or meets standards published by the Department of Health and Human Services.

C. An employee who tests positive on the drug or alcohol screen may be provided opportunity for rehabilitation at the discretion of the Township. If the employee rejects rehabilitation or fails to successfully complete the rehabilitation program, he shall be terminated. Only upon successful completion of the rehabilitation program shall the employee be permitted to return to work.

D. An employee who has successfully completed the rehabilitation program and returned to work shall be subject to random drug and alcohol testing for a period of one (1) year following his return to work. If, at any time, the employee tests positive, he shall be terminated.

E. The Township may require drug and alcohol screening of any employees based upon reasonable suspicion, specific objective facts or inferences that can be drawn from those facts. Failure to submit to drug or alcohol test may result in disciplinary action.

F. Any information regarding the administering of test results or actions that result from tests shall be kept confidential with access restricted to those individuals with an essential reason to review such information.

G. Any discipline related to the use of alcohol or drugs should be based on job requirements and performance. Principles of progressive discipline should also apply.

H. Employees who are under the care of a physician and are using prescription medications must notify their immediate supervisor. They must also advise of the known effects the medication may have on their work performance, and the length of time that the medication must be taken.

## ARTICLE 31

## PERSONNEL FILES

A. Upon written request at least twenty-four (24) hours in advance to the Township Administrator's office an employee shall be permitted to review and examine the personnel file in the Administrator's office in the presence of an appropriate representative of the Township. Requests from the employee for copies of documents in the file shall be honored.

B. An employee may file a written response, of reasonable length, to any matter found in the file which the employee deems to be derogatory or adverse to that employee.

## ARTICLE 32

## RESIGNATION

Any employee who wishes to resign from Township service in good standing shall give his Department Head and the Township Administrator, at least two (2) weeks prior written notice of the resignation date. The two weeks notice shall not include earned annual vacation time.

Any employee who fails to return to his duties within three (3) days after the expiration date of an authorized leave period without notifying the Department Head may be considered by the Township as having resigned without notice and not in good standing, provided that failure to give notice was not caused by unavoidable circumstances.

## ARTICLE 33

## JOB CLASSIFICATIONS

A system of job classification with appropriate position descriptions shall be utilized by the Township. Copies of position descriptions shall be maintained in the Administrator's office and shall be made available to the Union upon request. The Township will seek input from the Union on development of position descriptions.

## ARTICLE 34

## PERFORMANCE EVALUATIONS

A. The Township may institute an employee performance evaluation system for all employees covered by this contract. The system will include a formal process whereby the employee and his designated supervisor mutually review performance and the goals and work standards appropriate to the job description which shall be the basis for measuring the employee's performance during a rating period.

B. The required signature of the employee on the annual employee assessment review form or any related form shall be acknowledgement but shall not be construed to mean agreement with the content unless such agreement is stated thereon by the employee.

C. It is understood that performance evaluations will not be used in disciplinary actions.

## ARTICLE 35

## TRAINING

The Township reserves the right to require employees to attend work-related courses or seminars. The Township will bear the expense of such courses and seminars.

## ARTICLE 36

## LABOR/MANAGEMENT MEETINGS

A. It is agreed that representatives of the Township and representatives of the Union may meet from time to time upon request of either party to discuss matters of general interest or concern. The party requesting the meeting shall submit an agenda to the other party at least five (5) days prior to the scheduled meeting. Any such labor/management meetings shall be held at time and places convenient to both parties, and shall not be used to circumvent the grievance procedure.

B. Employees designated by the Union to participate in collective negotiation sessions will be excused from their work assignments without the loss of regular pay. The parties agree that no more than five (5) employees will be designated by the Union may participate in collective negotiation sessions and be excused from their work assignments without loss of regular pay. The parties shall mutually agree to the duration and frequency of negotiation sessions.

## ARTICLE 37

## SEVERABILITY AND SAVING CLAUSE

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

## ARTICLE 38

## EFFECT OF AGREEMENT

A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues for the terms of this agreement. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this 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.

B. By mutual consent only, the parties may enter into negotiations during the term of this agreement for the purpose of amending same. This agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for acceptance by both parties.

**IN WITNESS WHEREOF**, we have hereunder set our hands and seals the date and year first herein above written.

**WITNESS:**

Laurie E. Gompf

Laurie E. Gompf

Municipal Clerk

**TOWNSHIP OF HOPEWELL**

Harvey Lester

Harvey Lester

Mayor

**WITNESS:**

Frank Herrick

Frank Herrick

Staff Representative

**FOR THE UNION**