New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1	Public Employer:	Township of Lower	County:	Cape May County
2	Employee Organization:	Lower Township Teamsters Union	Number of Employees in Unit:	43
3	Base Year Contract Term:	1/1/2012 - 12/31/2015	New Contract Term:	1/1/2016 - 12/31/2019

SECTION II: Type of Contract Settlement (please check only one)

4	X	Contract settled without neutral assistance
5		Contract settled with assistance of mediator
6		Contract settled with assistance of fact-finder
7		Contract settled with assistance of super-conciliator

8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?

Yes ☐ No ☐

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9	Salary Costs in Base Year	$ 2,129,438.23
10	Longevity Costs in Base Year	$ -
11	Total Salary Base	$ 2,129,438.23

SECTION IV: Salary Increases for Each year of New Agreement*

		Year 1	Year 2	Year 3	Year 4
12	Effective Date (month/day/year)	1/1/2016	1/1/2017	1/1/2018	1/1/2019
13	Cost of Salary Increments ($)	$ 34,507.44	$ (23,398.69)	$ 52,421.42	$ 51,912.28
14	Salary Increase Above Increments ($)	$ -	$ -	$ -	$ -
15	Longevity Increase ($)	$ -	$ -	$ -	$ -
16	Total $ Increase (sum of lines 13-15)	$ 34,507.44	$ (23,398.69)	$ 52,421.42	$ 51,912.28
17	New Salary Base ($)	$ 2,163,945.67	$ 2,140,546.98	$ 2,192,968.40	$ 2,244,880.68
18	Percentage increase over prior year	1.62%	-1.08%	2.45%	2.37%

*If conract duration is longer than five years, please add an additional page.

Employer: Township of Lower | Employee Organization: Lower Township Teamsters Union

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

	Item Description	Base Year Cost	Year 1 Increase ($)	Year 2 Increase ($)	Year 3 Increase ($)	Year 4 Increase ($)
19	Uniforms	18,275.00	0	0	0	0
20	Totals ($):	18,275.00	-	-	-	-

*If conract duration is longer than five years, please add an additional page.

SECTION VI: Medical Costs

		Base Year	Year 1
21	Health Plan Cost	$ 611,219.88	$ 669,529.44
22	Prescription Plan Cost	$ 174,696.68	$ 174,596.40
23	Dental Plan Cost		
24	Vision Plan Cost		
25	Total Cost of Insurance	$ 785,916.56	$ 844,125.84
26	Employee Insurance Contributions	$ 96,399.68	$ 100,373.10
27	Employee Contributions as % of Total Insurance Cost	12.27%	11.89%

SECTION VI: Medical Costs (continued)

28	Identify any insurance changes that were included in this C.N.A. As of 2/1/16, the Township changed from a self-insured health and prescription program to NJSHB,saving $400,000 and reducing volatility.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name:	Lauren Read
Position / Title:	CFO, Township of Lower
Signature:	Lauren Read
Date:	11/30/2016

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective negotiations agreement for the term beginning 1/1/2016 through 12/31/2019.

Employer: Township of Lower

County: Cape May County

Date: 7/27/2017

Name: Lauren Read
Print Name

Title: CFO, Township of Lower

Signature:

AN AGREEMENT BETWEEN

THE TOWNSHIP OF LOWER

COUNTY OF CAPE MAY, STATE OF NEW JERESY

AND

TEAMSTERS LOCAL UNION NO. 676

JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE	3
ARTICLE 1 - RECOGNITION	4
ARTICLE 2 – MANAGEMENT RIGHTS	5
ARTICLE 3 – GRIEVANCE PROCEDURE	6
ARTICLE 4 – SENIORITY	9
ARTICLE 5 – UNION REPRESENTATIVES	10
ARTICLE 6 – HOURS AND OVERTIME	11
ARTICLE 7 – HOLIDAY, PERSONAL, BEREAVEMENT AND UNPAID LEAVE	13
ARTICLE 8 – VACATION LEAVE	16
ARTICLE 9 – HEALTH BENEFITS AND INSURANCE	17
ARTICLE 10 – SICK LEAVE AND RETIREMENT	21
ARTICLE 11 – WAGES	24
ARTICLE 12 – LONGEVITY	26
ARTICLE 13 – BULLETIN BOARD	27
ARTICLE 14 – WORK RULES	28
ARTICLE 15 – NO STRIKE PLEDGE	29
ARTICLE 16 – NON DISCRIMINATION	30
ARTICLE 17 – DEDUCTIONS FROM SALARY	31
ARTICLE 18 – UNIFORMS	33
ARTICLE 19 – SEPARABILITY AND SAVINGS	34
ARTICLE 20 – FULLY BARGAINED PROVISIONS	35
ARTICLE 21 – CREDIT UNION	36
ARTICLE 22 – TERM AND RENEWAL	37

PREAMBLE

This Agreement, entered into this _____ day of June, 2017 by and between the Township of Lower, in the County of Cape May, State of New Jersey, as 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 I – 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. Senior Groundskeeper
16. Truck Driver - *CDL License Required
17. Animal Control Officer
18. Senior Maintenance Repairer
19. Supervising Maintenance Repairer
20. Maintenance Worker 3/Grounds

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 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 the need 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

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 a 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 within 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 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 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 costs 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 the 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 shall 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 workday shall consist of eight (8) hours per day from 7:00 a.m. to 3:00 p.m. with one-half hour paid lunch. From May 1st through the end of September, Summer hours shall be in effect and the workday shall consist of eight (8) hours per day from 6:30 a.m. to 2:30 p.m. with one-half hour paid lunch

B. All work performed by 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. The Township shall notify employees the day before for non-emergent overtime.

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 bi-weekly 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 callbacks 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:

New Years Day
Martin Luther King Day
Lincoln's Birthday
Washington's Day
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
Election Day (General)
Veteran's Day
Thanksgiving
Day After Thanksgiving
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 of 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 the 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. Step Parents
8. Step Siblings
9. Half brother or sister
10. 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 four (4) personal days per year. Personal days must be used in a 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. Employees must tell what the emergency is to the supervisor.

2. Personal days will be given on a first come basis.

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 terminated 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 years 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 for each statue, 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 used 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, 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, they 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 not 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 without 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) 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. An employee carrying vacation time pursuant to this paragraph shall be entitled to use the vacation time in the carry over year.

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 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. Health Benefits shall be provided in accordance New Jersey State Health Benefits Plan (Direct 15).

2. The Township will provide a prescription plan which will require copayments 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%
Prostodontics (Fixed and Removable)	85%
Orthodontics	85%

Maximum Benefit: $1,300 per person per calendar year. $2,950 lifetime maximum per person for orthodontic service.

4. A Vision Care Plan with benefits payable only once every twenty-four (24) months, except Vision Analysis which shall be annually, as follows: (eye exams annually and contact, glasses, etc. every two years)

	2016-2019
Vision Analysis	$145
Single Vision Lenses	$135
Bifocal Lenses	$150
Multi-focal Lenses	$165
Contact Lenses	$175
Frames	$150

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 a t least twenty-five (25) years of 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 and in accordance with any State Health Benefits Plan Direct 15 equivalent retiree plan.
b) Prescription drug plan as described under Subparagraph 9A.2 and in accordance with any State Health Benefits Plan Direct 15 equivalent retiree plan.

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 tine of retirement.
b) Employee retired with at least twenty-five (25) years of 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 reaches sixty-five (65).

2. Benefits are limited to a maximum of $1200 per year, 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), 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 retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents are greater than or equal to the current plan. Notwithstanding the foregoing, the Township retains the exclusive right to return to the New Jersey State Health Benefit Plan so long as it provides employees with the coverage available under the State Health Benefits Plan that is substantially similar to the employee's current coverage. The Township further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is equal to or better than. In the event the Township changes any of the existing insurance plans or carriers providing such benefits, the Township will give the Supervisors thirty (30) days notice prior to implementing the new Plan or carrier..

F. 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.

G. The Township shall provide a $25,000 life insurance policy on the employee's life only, in addition to the insurance provided by the state pension plan.

H. 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.

I. Cost Contribution: Bargaining unit members shall contribute to the costs of the Health Benefits Insurance Plan coverages. All bargaining unit members shall pay a portion of health care coverage costs consistent with P.L. 2011, c. 78 (hereinafter "Chapter 78"). In addition, all Bargaining unit members who retire on or after June 28, 2011, shall contribute in accordance with P.L. 2011, c. 78 (hereinafter "Chapter 78").

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. Employees shall receive a sick leave credit of one (1) working day for each month of service during the remainder of the first calendar year of service. Thereafter, all permanent 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 employees immediate family 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 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 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.

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 E1, E2 and E3, "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 ten (10) days in one calendar year consisting of periods 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 (1) day or less in which case only one certificate shall be necessary for a period of six (6) 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 the essential functions of his/her job and that his/her return will not jeopardize the health or safety of the employee, other employees or of the public.

ARTICLE 11 - WAGES

A. All members of the Teamster's Union covered by this Agreement, shall receive a 2.00% increase to their annual salary for the years 2016, 2017, 2018 and 2019. Said increase shall be effective on the first day of each year.

B. The hourly rate shall be as set forth on Schedule A attached hereto 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 $0.10 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, except Laborers, 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 contained in the Agreement. All new Laborers hired after January 1, 2016 who were employed by the Township shall be hired at an hourly rate equivalent to a $32,500.00 yearly salary. All new hire laborers will receive a $500.00 per year increase in the first five (5) years of their employment. All new hire laborers shall also be entitled to all other benefits and salary increases provided in this contract.

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 hire 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 $.025 per hour for that day, including overtime. An employee shall be entitled to the additional $0.25 per hour if he works one (1) week on the trash/recycling truck prior to any personal day, holiday, or vacation day.

H. 1. The Employer will schedule three (3) employees on a truck only during residential curb side collection for trash pick-up (at all times) and for recycling pick-up (only when there was no pick-up the preceding week) excluding all other operational public works services.

2. During weekly recycling collection, the Township can schedule two (2) employees on a recycling truck.

3. When a holiday falls during weekly recycling collection and there is no pick-up in one or more zones because of the holiday, the Township will schedule three (3) employees on a truck to pick-up the preceding week) excluding all other operational public works services.

4. At the discretion of the Township, four (4) trucks may be used for recycling collection.

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.

L. No employee shall receive less than a $250.00 yearly raise when Chapter 78 contribution increases are considered (i.e. based upon wage increases under this contract). This shall not include Chapter 78 increases occasioned by increased cost of the same plan, increased cost of a new plan, and/or when an employee chooses a higher cost plan and/or changes plan status. (i.e. "single" to "husband and wife" or "family" or "parent & child", etc.).

ARTICLE 12 – LONGEVITY

A. As of the effective date of this Agreement longevity is eliminated for all employees. Employees hired prior to the effective date of this Agreement shall have their base salaries increased by the one step above the longevity earned under the previous collective bargaining agreement.

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 a 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 unlawful 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 whoa re not members of the Union and shall not solicit membership in the Union or the payment of dues during working hours.

ARTICLE 17 - DEDUCTIONS FORM 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, which ever is later; for the new employees, that payments hall start at 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 t demand and receive from the Union a return of any part of the fee which represents the employee's 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. If 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 employees shall be entitled to five (5) sets of "T" shirts per year with the Township logo.

B. All employees shall be entitled to $425.00 per year as an all inclusive clothing, shoe, and cleaning allowance. The Township will discontinue providing uniforms, clothing, shoe allowances, cleaning services, etc. except as specifically provided in this Agreement. Employees shall be subject to the Dress Code attached as Schedule B.

C. All employees shall receive adequate foul weather clothing and replacements upon presentment of worn-out foul weather clothing. The Township shall provide winter gloves that are leather and water proof to a limit of two (2) per year on same terms above.

D. Shorts can be worn, as weather permits. Shorts must be blue uniform and knee length (for trash, recycling and groundkeepers only).

E. After the year 1982, employees shall receive one (1) winter jacket each year upon presentment of a worn-out jacket. Township agrees to arrange to have jackets available as needed.

F. The Union shall form a "Union Committee" to meet with the Superintendent of Public Works and the Township Manager. The Union Dress Code Committee shall make recommendations concerning any changes to the Dress Code. The Township shall give the Union's recommendations any possible consideration.

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

ARTICLE 20 – FULLY BARGAINIED 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 the 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.

SCHEDULE A

	2015	2016	2017	2018	2019
Mechanic	28.68	29.26	29.84	30.44	31.05
Senior Mechanic/Diesel	30.68	31.19	31.81	32.45	33.10
Equipment Operator	26.77	26.29	26.81	27.35	27.90
Senior Equipment Operator	27.95	28.61	29.08	29.66	30.25
Supervising Equipment Operator	27.95	28.61	29.08	29.66	30.25
Motor Broom Operator	24.44	24.93	25.43	25.94	26.46
Sign Maker - Wood & Metal	24.00	24.48	24.97	25.47	25.98
Maintenance Repairer	24.96	25.46	25.97	26.49	27.02
Senior Maintenance Repairer	26.52	27.05	27.59	28.14	28.71
Supervising Maintenance Repairer		28.49	29.06	29.64	30.24
Laborer - hired before 7/1/12	23.63	24.10	24.58	25.08	25.58
Supervising Laborer	25.81	26.33	26.85	27.39	27.94
Electrician	24.51	25.00	25.50	26.01	26.53
Mechanic's Helper	26.13	26.65	27.19	27.73	28.28
Recreation & Parks Maintenance Worker / Groundskeeper	18.86	19.24	19.62	20.01	20.41
Senior Groundskeeper	20.60	21.01	21.43	21.86	22.30
Animal Control Officer	23.63	24.10	24.58	25.08	25.58
Maintenance Worker 3 / Grounds		22.57	23.02	23.48	23.95

ARTICLE 22 – TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2016, and shall remain in effect to and including December 31, 2019. 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 hand and seals at the Township of Lower, New Jersey this _____nd day of June , 2017.

For the Township of Lower
LOWER TOWNSHIP, NEW JERSEY

By: James Redy

Attest:

By:_____

For the Union
Teamsters Local 676

By:

Attest:

By: