

COPY

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

TOWNSHIP OF MANTUA

and

**NEW JERSEY STATE POLICEMEN'S
BENEVOLENT
ASSOCIATION, LOCAL 122**

January 1, 2020 through December 31, 2024

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	PREAMBLE..... 1
ARTICLE II	RECOGNITION. 1
ARTICLE III	MANAGEMENT’S RIGHTS..... 1
ARTICLE IV	GRIEVANCE PROCEDURE..... 2
ARTICLE V	SCHEDULE 3
ARTICLE VI	PAY DIFFERENTIAL. 4
ARTICLE VII	PAY FOR TIME IN COURT..... 4
ARTICLE VIII	UNIFORMS. 5
ARTICLE IX	VACATION ENTITLEMENT..... 6
ARTICLE X	MEDICAL INSURANCE BENEFITS..... 7
ARTICLE XI	DENTAL BENEFITS. 8
ARTICLE XII	DEATH BENEFITS. 9
ARTICLE XIII	PENSION PLAN CONTRIBUTION..... 9
ARTICLE XIV	DISABILITY INSURANCE..... 9
ARTICLE XV	ON THE JOB INJURY AND DISABILITY..... 9
ARTICLE XVI	SICK LEAVE..... 10
ARTICLE XVII	HOLIDAY PAY..... 11
ARTICLE XVIII	PERSONAL DAYS. 12
ARTICLE XIX	FUNERAL LEAVE..... 12
ARTICLE XX	COLLEGE CREDITS..... 13

ARTICLE XXI	OVERTIME.....	14
ARTICLE XXII	CALL-IN.....	14
ARTICLE XXIII	PAY FOR ON-CALL.....	14
ARTICLE XXIV	WAGES.....	15
ARTICLE XXV	SALARY INCREASES	16
ARTICLE XXVI	LONGEVITY	16
ARTICLE XXVII	INTENTIONALLY LEFT BLANK.....	17
ARTICLE XXVIII	SCHOOLS, SEMINARS AND MEETINGS.....	17
ARTICLE XXIX	INTENTIONALLY LEFT BLANK.....	17
ARTICLE XXX	PBA DELEGATES.	17
ARTICLE XXXI	CONTRACT PERIOD.	18
ARTICLE XXXII	SIGNATURES	18

ARTICLE I
PREAMBLE

This agreement, entered into this _____ day of _____, 2020, by and between the Township of Mantua, a Municipal corporation with offices at 401 South Main Street, Mantua Township, Gloucester County, New Jersey, hereinafter referred to as the "Township", and the Mantua Township Police Department, comprised of Sergeants, Corporals, Detectives, Patrolmen and Investigators, hereinafter referred to as "PBA 122," which establishes conditions of employment to be effective retroactive to January 1, 2020 through December 31, 2024.

ARTICLE II
RECOGNITION

1. The Township agrees to recognize the PBA Local #122 as the sole and exclusive collective bargaining representative of the employees of the following job classifications:

1. Sergeant/ Sergeant First Class
2. Corporal
3. Detective
4. Patrolman
5. Investigator

ARTICLE III
MANAGEMENT'S RIGHTS

1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, dues 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.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States, and ordinances of the Township of Mantua.

3. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority under N.J.S.A. 40, 40A, 11, 11A or other national, state, county or local laws or ordinances.

ARTICLE IV

GRIEVANCE PROCEDURE

1. Purpose

- a. The purpose of this article is to settle all grievances between the Township and an Officer (s) as quickly as possible so as to ensure efficiency and promote Employee morale.
- b. Nothing herein contained shall be construed as limiting the right of any Officer having a grievance to discuss the matter informally with any appropriate member of the Department Supervisory Staff and having the grievance adjusted without the intervention of the Association.

2. Definition

- a. A Grievance is defined as any complaint by any Officer(s) concerning the working conditions of any Officer(s), or any complaint by the Officers, as to any action or non-action which allegedly violates the terms and circumstances of his/her employment. All other matters including discipline are specifically excluded from the grievance procedure.

3. Formal Grievance Procedures

- a. The following represents 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 in writing by mutual consent.

Step 1: An Officer with a grievance shall reduce it to writing stating as clearly as possible the nature and extent of such grievance. The PBA representative with the Officer (s) shall present the Officer's grievance of dispute to the Chief of Police within five (5) working days of its occurrence. If it is not presented within the aforementioned time period, it shall thereafter not be considered a grievance under this Agreement. The Chief of Police shall attempt to adjust the matter and shall respond to the Officer(s) and PBA representative in writing within five (5) working days.

Step 2: If the grievance remains unsettled or unanswered by the Chief of Police, it shall be presented to the Township Administrator within five (5) working days after the Chief of Police's response is due. If it is not presented within the aforementioned time period, it shall thereafter not be considered a grievance under this Agreement. The Township Administrator shall respond to the PBA representative and the employee in writing within seven (7) working days.

Step 3: If the grievance remains unsettled or unanswered by the Township Administrator, it shall be presented to the Township Committee within five (5) working days after the Township Administrator's response is due. If it is not presented within the aforementioned time period, it shall thereafter not be considered a grievance under this Agreement. The Township Committee shall respond to the PBA representative and the employee in writing within seven (7) working days.

Step 4: If no settlement of the grievance has been reached by the parties, either on of both may within fifteen (15) calendar days move the grievance to binding arbitration.

1. Only grievances related to the interpretation and application of the specific provisions of the Agreement shall be arbitrated.
 2. The arbitrator shall be selected in accordance with the procedures of the Public Employment Relations Commission.
 3. The cost thereof to be borne equally by the parties.
 4. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have the power to add to subtract from or in any way modify any of the terms of the Agreement.
- b. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual Agreement between the parties in writing.
- c. Extensions and modifications to this grievance procedure may be mutually agreed upon in writing by the Officer, PBA and representative of the Township at the appropriate grievance level.
- d. All papers and documents relating to the grievance and its disposition shall be placed in the Officer's personnel file.

ARTICLE V SCHEDULE

1. Patrol officers shall be assigned to squads by the Chief of Police, or his designee. Officers, operating on patrol shall work 12-hour shifts, working shift of 6:00 a.m. to 6:00 p.m., and 6:00 p.m. to 6:00 a.m., consisting of a 2/2/3 schedule (two days on, two days off; three days on, two days off; two days on, three days off), alternating one (1) month of days, then one(1) month of nights.

2. Patrol officers shall work 84 hours in a two week period, with each officer credited annually, as of January 1, with an additional 104 hours of compensatory time, as compensation for the additional hours scheduled over 2080 per year (referred to as Kelly Time per FLSA). This compensatory time may be taken at the officer's discretion through the year, as long as it does not result in overtime. Any compensatory time not used may be carried over consistent with the provisions of the Fair Labor Standards Act. The hourly rate applicable to all members of the bargaining unit, for all purposes including for computation of overtime, shall be based upon 2080 hours annually, regardless of the number of hours the officer is actually scheduled to work. The Chief of Police may schedule officers to use compensatory time if their compensatory bank exceeds FLSA cap of 480 hours.

3. The Patrol shift shall consist of two platoons, each with two squads, with a Sergeant and Corporal assigned to each shift unless mutually agreed upon. Once the Department returns to full staff, all officers will be assigned to a Patrol Squad with four squads of five officers and three-officer minimum, unless an emergent situation shall arise, then there shall be a two-officer minimum.

4. The K-9 officers shall work a 12 hour shift rotation (2/2/3), working an eleven hour shift with one hour to be used for grooming and training for the K9.

5. Once a schedule has been established, an officer shall be entitled to at least 72 hours' notice prior to a change in that work schedule or shifts.

ARTICLE VI **PAY DIFFERENTIAL**

1. In the event that a Sergeant and Corporal are not on duty, the Senior Patrolman in charge of that particular shift shall receive Corporal's pay for all hours worked in that capacity.

2. In the absolute discretion of the Director of Public Safety, or, in his absence, the Police Committee, an Acting Chief may be appointed from the ranks of the highest ranking officer, and paid at a rate equal to the regular salary of that officer plus fifty (50) percent of the difference between that salary level and the Chief of Police salary level.

ARTICLE VII **PAY FOR TIME IN COURT**

1. All Officers compelled to appear in any Municipal, County, or Juvenile Court in connection with a criminal or quasi-criminal complaint, or before any administrative board while on a scheduled day off, or on scheduled off-time, shall be paid at the rate of \$125.00 for each appearance.

2. All Officers compelled to standby for any of the above courts shall be paid \$7.00 per standby subpoena.

3. Pay for court time shall be paid on or before June 1 and December 31 of each year to be paid in a separate check from the regular salary check.

ARTICLE VIII UNIFORMS

1. The Township will pay for the cleaning costs of uniform pants, shirts, coats, and once a year re-condition of leather jackets.

a. The Township will also pay for the dry cleaning, washing and maintenance of clothing worn by Detective/Investigators the performance of the duties, in lieu of monies paid for cleaning and maintenance.

2. The Township will provide \$120.00 per year to each member of the Department as reimbursement for police duty shoes (2 pairs).

3. The Township will allot \$500.00 per year to each member for purchase of uniforms as well as supplying each member with a winter uniform coat.

4. It is understood that the Township shall, as required by law, receive quotes on the items set forth under #1 above.

5. The specification shall list all items of police apparel falling under the general description of uniforms and each member of the unit shall be authorized to purchase directly from the list up to the allocation set forth herein above.

6. Detectives/Investigators shall receive \$650.00 per year towards the purchase of appropriate clothing.

a. The menus of payment for the purchase of such clothing will be by voucher submitted by the Detective/Investigator.

7. Detectives/Investigators shall receive a \$200.00 per year credit towards the purchase of Police uniforms and Police related equipment.

8. All uniforms and police related equipment mentioned in subsections 1,2,3,5 and 6 shall be ordered no later than July 1 or 60 days after the Township's budget is approved whichever date is later in the appropriate year.

9. All newly hired police officers will receive a complete set of uniforms and equipment. A complete set shall include, but not limited to the following items:

4 Long Sleeve "BDU" Style Shirts	1 Wallet Badge
4 Short Sleeve "BDU" Style Shirts	1 ID Case
4 Pair "BDU" Style Pants	1 Uniform Name Plate
1 Fleece Sweater	1 Duty Gun Belt
1 Pair of Rubber Boots	1 Duty Holster
1 Baseball Cap	2 Uniform Badges
1 Winter Hat	1 Summer Hat
1 Duty Magazine Pouch	2 Pairs of Duty Shoes
1 Dept. Issued Duty Weapon	4 Weapon Magazines
1 Light Weight Spring Coat	1 Bullet Proof Vest
1 Rain Coat	1 Rain Hat Cover
1 Off-Duty Holster	1 Leather Winter Coat or 1 Blauer
	"Cross Tech" Winter Coat
1 Set of Handcuffs	2 Neckties
1 Handcuff Case	2 Pair Class A Pants
1 Rechargeable Flashlight	2 Long Sleeve Class A Shirts
2 Short Sleeve Class A Shirts	
1 Dress Blouse w/Shirt, Sam Brown Shoulder Strap	
1 Short Sleeve and 1 Long Sleeve Reflective Traffic Duty Shirt	

10. New Officers will not receive clothing allowance for one (1) year from their date of hire, but not to exceed twenty-three (23) months. During that period, the Township will replace damaged or worn uniforms or equipment.

ARTICLE IX

VACATION ENTITLEMENT

1. All members of the Department shall be entitled to the following paid vacation based on years of service in Mantua Township:

12-Hour Shift Officer	8-Hour Shift Officer
After one (1) year of service - 84 hours	After one (1) year of service - 80 hours
After five (5) years of service - 120 hours	After five (5) years of service - 120 hours
After ten (10) years of service - 168 hours	After ten (10) years of service - 160 hours
After fifteen (15) years of service - 204 hours	After fifteen (15) years of service - 200 hours
After twenty (20) years of service - 240 hours	After twenty (20) years of service - 240 hours

2. Vacations shall be approved by seniority by the Chief of Police. Seniority is based on an Officer's hire date as a full time Police Officer with the Mantua Township Police Department.

- a. Vacations must be posted by April 16th.
 - b. Vacations not posted by this day are on a first come, first serve basis and may be denied by the Chief of Police.
3. There shall be no carrying forward from year to year of vacation days to which a member of the Department is entitled to under this Agreement.
4. When because of illness of the necessity that an employee work as a result if an emergency occurring, vacation may be carried forward to the first quarter of the following year, at which time, at the option of the employee, employee may be paid at the rate specified under "Vacation Entitlement," or take the vacation days allowed to him/her therein.

ARTICLE X

MEDICAL INSURANCE BENEFITS

1. The Township shall provide to members of the Department, Health Insurance Fund, as now provided or its equivalent, as agreed to by both parties.
 - A. Medical and Prescription benefits provided through the Health Insurance Fund and other benefits presently received shall be continued in full and effect during the course of their Agreement and shall be paid for by the Township, in accordance with presently existing policy and the terms set forth herein Effective January 1, 2012, all active unit employees, other than those opting out of health and prescription covers, shall contribute towards the cost of health insurance, in accordance with the provisions of P.L. 2011, Chapter 78. Those payments shall be made on a pre-tax basis, pursuant to an IRA Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. Upon completion of the four-year schedule of payments pursuant to the provisions of P.L. 2011, Chapter 78, the issue of contributions towards the cost of health insurance shall be subject to collective negotiations between the parties. These contributions shall cease upon the Officer's retirement, at which time all officers with less than 20 years of service as of June 28, 2011, shall be required to make health benefit contributions during retirement in accordance with the terms of P.L. 2011m Chapter 78.
 - B. Effective January 1, 2012 and pursuant to P.L. 2011, Chapter 78, the Township shall establish a Flexible Spending Account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by the health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. {125, dependent care expenses as provided in Section 129 of the Code U.S.C.

{129, such other benefits as are consistent with Section 125 which are involved under the plan.

2. When an employee retires, after twenty-five (25) years of service in a State administered pension system, the Township will continue to pay for his/her coverage of health insurance at no cost to the employee up to age 65 including the employee's spouse.

3. The Township OF Mantua also agrees to the provisions of Chapter 88 P.L. adopted in 1988.

- a. Resolution R-99-88. If the employee becomes permanently disabled while in the performance of his/her duties or the employee dies while on duty, the Township will continue to pay for the minor children and spouse's health insurance at no cost to the spouse to age 65.
- b. Coverage for spouse will cease at re-marriage or coverage under another medical plan.
- c. Pursuant to the Patient Protection and Affordable Health Care Act, minor children are to be included up to age 26. Coverage shall terminate on December 31 of the year in which the minor child turns age 26, subject to enrollment to age 31, pursuant to New Jersey statutory regulations, Chapter 376, which permits voluntary enrollment of a dependent to age 31, for an additional premium, which is billed directly by the insurance carrier.

4. If the Officer determines to have coverage other than as provided by the New Jersey State Health Benefits Program, it is understood that such costs cannot exceed the amount the Township pays per month per employee family and there can be no additional cost to the Township for administration of such plan.

ARTICLE XI **DENTAL BENEFITS**

1. All members of the Department will be provided with a dental plan during the terms of this Agreement, listed as "Delta Premier" or services equal to or better than, including, but limited to:

- a. 100% Preventative Services - emergency treatment, oral examination, x-rays, teeth cleaning, fluoride treatment for children, space maintainers.
- b. 50% Basic Services - laboratory tests, fillings (amalgam, silicate, acrylic), root canal, repair maintenance of bridgework and dentures, periodontal services extractions and other oral surgery.

- c. 25% Major Services - gold and porcelain fillings and crowns, installation of bridgework and crowns. \$25.00 deductible, \$2,000.00
2. In accordance with the Township's Policy and Procedures Manual, employees eligible to waive benefits must waive both health and dental benefits.

ARTICLE XII

DEATH BENEFITS

1. Life insurance shall be provided by the Township for each member of the Department pursuant to the benefits provided by the Police and Fireman's Retirement Systems, under which the representatives of a deceased shall receive as life insurance benefits, if the employee was an employee of the Township at the time of death, three and one-half (3 ½) times the annual salary of that employee as of the date of death.

ARTICLE XIII

PENSION PLAN CONTRIBUTION

1. The Township will make contributions toward the Pension Plans in existence under the Police and Fire Employees Retirement System, according to the formula prevailing as of the date of the execution of this Agreement, and upon the terms fixed by statute and the rules and regulations of the Police and Fire Employees Retirement System.

ARTICLE XIV

DISABILITY INSURANCE

1. Provided for and paid by the parties as per State Law.

ARTICLE XV

ON THE JOB INJURY AND DISABILITY

1. If the Workmen's Compensation carrier determines that the employee is totally or partially and temporarily disabled resulting from injury received in the line of duty, the Township will make up the difference between the Workmen's Compensation benefits and the regular gross salary (payroll deductions and benefits as usual) until either of the following occurs:
 - A. The Officer is approved to return to work by the Workmen's Compensation carrier's doctor or
 - B. Is classified permanently and totally disabled by the Workmen's Compensation carrier's doctor.

2. The Officer may receive a loan from the Township, without interest if he is applying for disability retirement benefits under the following conditions.

- A. Application for disability retirement must be made within ten (10) days after the Workmen's Compensation carrier's doctor classifies the employee as permanently and totally disabled.
- B. The employee must execute a written promise to repay the Township the total amount of funds loaned out of the retroactive benefits are received to repay the loan.

3. The loan will be paid to the employee each time he would ordinarily receive a paycheck, in the amount estimated to be the same as the amount of disability retirement benefits the employee expects to receive for the same time period, if his disability retirement application is granted or he/she is classified to be permanently and partially disabled by the Workmen's Compensation carrier's doctor.

ARTICLE XVI SICK LEAVE

1. All members of the Department who work eight (8) hour shifts shall be entitled to 120 hours of sick leave per year of employment, all members who work twelve (12) hour shifts shall be entitled to 132 hours of sick leave per year of employment, and any unused sick leave may be accumulated from year to year until a total of 2920 hours of sick leave have been achieved.

2. At retirement, all Officers hired prior to May 21, 2010 shall have their payment for accumulated unused sick time capped at the number of sick hours that they have accumulated at the time of the execution of this Agreement or \$15,000 whichever is greater. For purposes of this provision, to the extent Officers utilize sick time in the future which results in reducing the capped number of sick hours, those officers can accumulate additional unused sick time up to the number of sick time hours that they had accumulated at the time of the signing of this Agreement. Further, an employee can accumulate additional sick hours while employed in excess of the capped amount, but those hours shall not be included in the cash payment at time of retirement.

3. At retirement, all employees hired after May 21, 2010 shall be limited to a total payment not to exceed \$15,000 as codified in P.L. 2010 Sections 1 and 2.

4. Upon retirement, accrued sick time payments under \$15,000 shall be made in two yearly installments and over \$15,000 shall be made in four yearly installments in accordance with the above provisions.

- a. Payments to retirees shall be included with the first payroll in July.
- b. In the case of an employee's death after 25 years of service, the unused sick leave will be paid to their beneficiary at the above rate.

5. For purposes of this Agreement, retirement shall be defined as twenty-five (25) years of service in a State administered Pension system, retirement by becoming permanently disabled in the performance of duty, or an employee dies while in the performance of his/her duties.

- a. For officers who are selling back their sick leave at retirement, written notice must be submitted to the Chief, who shall forward all requests to the CFO on or before February 1.

6. Each officer shall be entitled to "sell back" and receive payment annually for up to a maximum of seven (7) days of sick leave.

- a. Payment shall be at 75% of the officer's regular rate of pay for each day they are selling back both annually and at time of retirement.
- b. Written notice must be submitted to the Chief, who shall forward all requests to the CFO on or before October 15. Payments to employees shall be included with the first payroll of November.

ARTICLE XVII HOLIDAY PAY

- 1. All members of the Department are paid for the following thirteen (13) holidays:

New Years' Day
Martin Luther King Day
President's Day
Easter
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas Day

2. All Officers working a shift that falls on one of the above 13 paid holidays, will be compensated for all hours worked during their regularly scheduled shift, at time and one-half of their regular hourly rate of pay, in their regular salary check.

3. All Detective will be granted time off on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If a Detective is designated as on-call on those days and required to come in to work as needed in that capacity, he shall do so without receiving call-in pay and he/she shall not be entitled to call-in overtime and/or overtime until after completion of 8 hours worked.

ARTICLE XVIII **PERSONAL DAYS**

1. Each member of the Department shall be entitled to four (4) personal days each year of the contractual period, which may be used for any purpose desired by the employee, except that to the extent possible, notice of the intent to take a personal day on a given date would be provided to the Chief of Police at least one (1) week prior to the date desired.

2. A personal day may be taken on less notice in the event the Chief of Police agrees to said course of action.

3. In the event an Officer does not utilize the personal days granted aforesaid said personal days shall not be cumulative from year to year, nor shall the officer receive any pay whatsoever because of the fact that the Officer did not utilize the personal days.

ARTICLE XIX **FUNERAL LEAVE**

1. In case of the death of a member of the Officer's family, time off necessary to arrange for the funeral and attend the service shall be allowed with pay, according to the following schedule:

- a. Death of spouse, son or daughter, or parent of employee, equal to 7 days.
- b. Brother, sister, or parent, brother, sister of spouse; grandchild or relative living under same roof, equal to 3 days.
- c. Grandmother, grandfather, brother-in-law, sister-in-law, aunt or uncle, equal to 1 day.

2. Two additional days may be granted provided funeral is more than 100 miles from Mantua Township Police Station.

ARTICLE XX
COLLEGE CREDITS

1. The Township will pay tuition and books for two (2) college courses per semester to all members of the Department.
 - a. Tuition may be equal to but not greater than that of the Farleigh Dickenson University Master's program rate.
 - b. This tuition rate is subject to change to reflect any rate increases/decreases Farleigh Dickenson University may impose.
 - c. Any tuition above that rate offered by Farleigh Dickenson shall be the responsibility of the Officer. The learning institution proposed by the employee must be approved by the Township Committee prior to the Officer's enrollment therein.
 - d. No more than five (5) Officers may obtain College credits during each year unless otherwise approved by the Mayor and Council. Any Officer who obtains a Master's Degree as a result of credits paid for by the Township, must remain with the Department for at least five (5) years after receiving the degree. If the Officer leaves prior to that time, the Office must repay the Township for the prorated share of the tuition.
2. Such approval by the Township Committee must be in writing and will not be unreasonably withheld.
3. A passing grade must be achieved or the Township's portion of the cost of the tuition for the failed course, will be refunded to the Township. This will be monitored by the Chief of Police.
4. Effective January 1, 2021, the amount budgeted annually for tuition reimbursement shall be capped at \$10,000. Any reimbursement payment less than \$10,000 or any subsequent rolled-over amount, shall be rolled-over, with reimbursement the following year inclusive of both the annual \$10,000 payment plus any money not expended from the prior year's rolled-over total, up to a maximum of \$20,000. (For example, if the rolled-over amount is \$12,000, consisting of \$2,000 not expended from the prior year and the \$10,000 annual payment) and only \$9,000 of that amount is expended, \$13,000 will be available the following year to be reimbursed. This formula will continue going forward.
5. All members of the Department hired prior to January 1, 2021 shall receive an additional \$645.00 per year to be included in their base salary for pension purposes, for an Associate Degree in an approved police related field.

6. All members of the Department hired prior to January 1, 2021 who have obtained a Bachelor's Degree in an approved police related field shall receive an additional \$1,275.00 per year to be included in their base salary for pension purposes, to be paid on a bi-weekly basis.

a. Overtime calculations shall be consistent with F.L.S.A. requirements.

7. Additional payments for obtaining an Associate Degree or Bachelor Degree shall be pro-rated from the day of obtaining the Degree.

ARTICLE XXI **OVERTIME**

1. All time worked over the normal scheduled shift shall be paid at the rate of one and one-half (1 ½) times the hourly rate of the employee.

2. Overtime calculations shall be consistent with the F.L.S.A. requirements.

3. The hourly rate for all members of the bargaining unit for purposes of overtime, shall be based upon 2080 hours annually, regardless of the actual number of hours the officer is scheduled to work.

ARTICLE XXII **CALL-IN**

1. All members of the Police Department, are guaranteed four (4) hours pay at time and one-half (1 ½) their regular hourly salary, if such member is called on a day off or prior to a regularly scheduled shift, and such member may leave the police station when the assignment for which he was called in is completed, even in the event it does not require four (4) hours in order to complete the assignment.

ARTICLE XXIII **PAY FOR ON - CALL**

1. Detectives that are scheduled as the on-call duty Detective shall also receive 1 hour of overtime or, 1 hour of compensatory time per day of on-call duty at the officer's discretion.

ARTICLE XXIV **WAGES**

1. The following salaries shall be paid and salary guide apply to all offices hired as of January 1, 2012.

	2020	2021	2022	2023	2024
Sergeant First Class	106,714.74	109,382.61	112,117.18	114,920.11	117,793.11
Sergeant/Det Sergeant	105,360.25	107,994.26	110,694.12	113,461.47	116,298.01
Detective/Corporal	99,818.22	102,313.68	104,871.52	107,493.31	110,180.64
Ptl 1st Class	96,726.39	99,144.55	101,623.16	104,163.74	106,767.83
Ptl 2nd Class	92,970.49	95,294.75	97,677.12	100,119.05	102,622.03
Plt 3rd Class	88,600.12	90,815.12	93,085.50	95,412.64	97,797.96
Ptl 4th Class	82,782.95	84,852.52	86,973.83	89,148.18	91,376.88
Ptl 5th class	76,967.99	78,892.19	80,864.49	82,886.10	84,958.25
Ptl 6th Class	71,504.45	73,292.06	75,124.36	77,002.47	78,927.53
Ptl 7th Class	58,862.52	60,334.08	61,842.43	63,388.49	64,973.20

2. The following salaries shall be paid and salary guide apply to all officers hired after January 1, 2012.

	2020	2021	2022	2023	2024
Sergeant First Class	106,714.74	109,382.61	112,117.18	114,920.11	117,793.11
Sergeant/Det Sergeant	105,360.25	107,994.26	110,694.12	113,461.47	116,298.01
Detective/Corporal	99,818.22	102,313.68	104,871.52	107,493.31	110,180.64
Ptl 1st Class	96,726.39	99,144.55	101,623.16	104,163.74	106,767.83
Ptl 2nd Class	92,970.49	95,294.75	97,677.12	100,119.05	102,622.03
Plt 3rd Class	88,600.12	90,815.12	93,085.50	95,412.64	97,797.96
Ptl 4th Class	82,782.95	84,852.52	86,973.83	89,148.18	91,376.88
Ptl 5th class	74,764.59	76,633.70	78,549.54	80,513.28	82,526.11
Ptl 6th Class	66,620.32	68,285.83	69,992.98	71,742.80	73,536.37
Ptl 7th Class	61,546.46	63,085.12	64,662.25	66,278.81	67,935.78
Ptl 8th Class	56,472.61	57,884.43	59,331.54	60,814.83	62,335.20
Ptl 9th Class	49,078.70	50,305.67	51,563.31	52,852.39	54,173.70

3. Corporal pay shall be equal to that of the detective.

4. As used in the Salary Guide, Sergeant First Class is defined as the most senior Sergeant, who has at least seven years in the rank of Sergeant.

5. All members of the Department shall be paid semi-monthly, on the 15th and 30th of each month.

ARTICLE XXV **SALARY INCREASES**

A. All salaries listed in the above Salary Guide, are inclusive of \$1,325 in shift differential, which was rolled-in effective January 1, 2020 to all steps and the negotiated wage increases set forth below.

1. For the year 2020, all members of the bargaining unit shall receive a salary increase of 2.5% (two and a half percent) retroactive to January 1, 2020.
2. For the year 2021, all members of the bargaining unit shall receive a salary increase of 2.5% (two and a half percent), effective January 1, 2021.
3. For the year 2022, all members of the bargaining unit shall receive a salary increase of 2.5% (two and a half percent) effective January 1, 2022.
4. For the year 2023, all members of the bargaining unit shall receive a salary increase of 2.5% (two and a half percent) effective January 1, 2023.
5. For the year 2024, all members of the bargaining unit shall receive a salary increase of 2.5% (two and a half percent) effective January 1, 2024.
6. All of which will be added prior to the addition of longevity and college degree monies, to be included in base salary to be paid bi-weekly, retroactive to January 1, 2020.

ARTICLE XXVI LONGEVITY

1. All Officers hired before November 1999 are entitled to the following longevity payments:

1. Completion of 5 years but less than 10 years - 3.5%
2. Completion of 10 years but less than 15 years - 4%
3. Completion of 15 years but less than 20 years - 4.5%
4. Completion of 20 years but less than 25 years - 5%
5. Completion of 25 years of service - 5.5%

2. All Officers hired after November 1999 are entitled to the following longevity payments:

1. Completion of 5 years but less than 10 years - \$250.00
2. Completion of 10 years but less than 15 years - \$500.00
3. Completion of 15 years but less than 20 years - \$750.00
4. Completion of 20 years but less than 25 years - \$1,000.00
5. Completion of 25 years of service - \$1,250.00

3. Payments to be included in base salary for pension purposes, to be paid bi-weekly. Overtime calculations shall be consistent with F.L.S.A.

ARTICLE XXVII
INTENTIONALLY LEFT BLANK

ARTICLE XXVIII
SCHOOLS, SEMINARS AND MEETINGS

1. All members of the Department will receive \$10.00 per day for luncheon expense while attending out-of-County police related schools, seminars or meetings approved by the Township or Chief of Police.

2. All Officers will receive \$50.00 per day per diem while attending police related schools, seminars or meetings, which require an overnight stay and are approved by the Township and Chief of Police.

3. The Township will reimburse the employee per Township Personnel Policy at the rate of \$.32 (thirty-two cents) per mile for use of their vehicles while traveling to and from schools, seminars and meetings.

A. The Officer will also be reimbursed for all tolls incurred while traveling to and from all schools, seminars and meetings for the Police Department.

ARTICLE XXIX
INTENTIONALLY LEFT BLANK

ARTICLE XXX
PBA DELEGATES

1. Representatives of the PBA Local #122 shall be afforded time off without loss of time or pay to attend all scheduled PBA meetings. Staffing and/or call volume permitting.

2. PBA State Delegates - Elected/Appointed State Delegates of the PBA Local #122 shall be afforded time off without loss of time or pay to attend PBA scheduled conventions without loss of time or pay, which includes travel time to and from said location of convention, in accordance with N.J.S.A. 40A:14-177

ARTICLE XXXI

CONTRACT PERIOD

1. This Agreement shall be effective as of January 1, 2020, for a period of five years, expiring December 31, 2024. Upon its expiration, this Agreement and its terms shall remain in full force and effect until a successor Agreement is executed in writing and becomes effective.

ARTICLE XXXII SIGNATURES

1. This Agreement shall constitute the full and completed understanding of the parties and any changes or modifications to the Agreement must be in writing and executed by both parties.

2. The terms of this Agreement shall be construed and interpreted under New Jersey Law.

3. Should any provision of this Agreement be struck by a court of competent jurisdiction as illegal, unconstitutional or otherwise in violations of public policy, all other provisions shall remain in full force and effect.

The Agreement entered into the ____ day of ____ 2020 shall bind all parties to the terms and conditions set forth therein during the term of this Agreement.

TOWNSHIP OF MANTUA:

PBA LOCAL #122:



Pete Scirrotto, Mayor



ATTEST:

ATTEST:



Jennica Bileci, Township Clerk



Dated: 12/7/2020

Dated: 12/7/2020

PROPOSAL OF CONTRACT AGREEMENT

Between

TOWNSHIP OF MANTUA, DEPARTMENT OF PUBLIC WORKS

And

**TEAMSTERS LOCAL UNION NO. 676, Affiliated with the International Brotherhood of
Teamsters, AFL/CIO**

EFFECTIVE DATES:

January 2019- December 2022

TABLE OF CONTENTS

Article 1	Preamble.....
Article 2	Recognition
Article 3	Management Rights.....
Article 4	Grievance Procedure.....
Article 5	Dues & Deduction and Agency Shop.....
Article 6	Bulletin Board.....
Article 7	Shop Steward.....
Article 8	Non-Discrimination.....
Article 9	Promotions, Transfers and Temporary Transfers...
Article 10	Maintenance of Work Operations.....
Article 11	Hours of Work and Overtime.....
Article 12	Pay Periods.....
Article 13	Salaries.....
Article 14	Clothing Maintenance and Mechanics Tool Allowance...
Article 15	Safety Days.....
Article 16	Longevity.....
Article 17	Sick Leave
Article 18	Military Leave.....
Article 19	Jury Leave.....
Article 20	Funeral Leave.....
Article 21	Leave of Absence.....
Article 22	Union Leave.....
Article 23	Holidays.....
Article 24	Vacations.....
Article 25	Health Benefits.....
Article 26	Injury Pay
Article 27	Safety.....
Article 28	Seniority.....
Article 29	Probationary Period.....
Article 30	Lay-Off and Recall.....
Article 31	Hiring Additional Employees.....
Article 32	Fully-Bargained Agreement.....
Article 33	Seperability and Savings.....
Article 34	Discipline.....
Article 35	Term of Agreement.....

ARTICLE 1

PREAMBLE

This agreement entered into this _____ day of _____, 2019, by and between the Township of Mantua in the County of Gloucester, as a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" represents the complete and final understanding on all bargainable issues between the Township and the Union. This Agreement shall be subject to abide by any and all Legislation that has been adopted by the Governor Public Reform Act, or any other Legislation passed prior to the signing of this Agreement.

ARTICLE 2

RECOGNITION

- A. The Township recognizes the Union as the exclusive bargaining representative for all blue collar employees of the Streets and Road, Public Works Department, Buildings and Grounds and Janitorial Staff of the Township of Mantua, excluding all office clerical, police, supervisors, managerial, commissioners and confidential employees. (PERC - DOCKET NO. RO-81-206)

- B. The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

ARTICLE 3
MANAGEMENT RIGHTS

- A. The Township of Mantua hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by 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 management and legislative and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. The right of management to make, maintain and amend such reasonable rules and regulations as it may, from time to time, deem best for the purposes of maintaining order, safety and/or effective operation of the Department.
 4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
 5. To suspend, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
 6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
 7. The Township reserves the right, with regard to all other conditions of employment not reserved, to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws and administrative codes of New Jersey and of the United States.

- .
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national state, county or local laws or regulations.

ARTICLE 4

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, as quickly as possible, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement, so as to assure efficiency and promote employee morale.
- B. Nothing herein 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.
- C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation or application of the Agreement or the alleged violation of any of the terms and conditions of this Agreement. With regard to the employee, the term "grievance" as used herein means a complaint or controversy arising over the interpretation of application of this agreement or alleged violation of the terms and conditions of this Agreement.
- D. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
- E. The formal grievance procedures are as follows:

Step 1:

Whenever an employee has a grievance that he wishes to process formally, it shall be prepared in writing, stating the violation and article in the contract of such grievance. The Shop Steward, if any, with the employee shall present the employee's grievance or dispute in writing to the employee's department supervisor within five (5) working days of its occurrence. The department supervisor shall attempt to adjust the matter and shall respond to the employee and bargaining unit representative in writing within five (5) working days.

Step 2:

If grievance remains unresolved by the Department Supervisor, the grievant shall have the right to present the grievance in writing, to the Township Administrator by the Business Agent within five days of the rendering of a response by the Department Supervisor. The Township Administrator shall meet with the Shop Steward/and or Business Agent and respond in writing within five (5) working days of the meeting.

Upon prior notice to the appropriate Department Head, the Union Shop Steward and/or Business Agent shall be permitted to confer with employees including the Township Administrator and the Department Supervisor regarding specific grievance in accordance with the grievance procedure set forth herein after the completion of Step One during work hours of the employees.

Step 3:

If the grievance remains unsettled, the representatives may within (10) working days after the reply of the Township Administrator is rendered, give written notice to the Township Administrator that the Union will proceed to an arbitration hearing. A request for arbitration must be made no later than the thirty (30) day period and failure to file within said time will constitute a bar to such arbitration, unless otherwise agreed.

The arbitrator to be appointed from a panel supplied by the American Arbitration Association and the cost thereof to be borne equally by the parties.

The hearing shall be conducted within 30 days of the selection of an arbitrator or at the arbitrator's discretion unless the parties mutually agree to extend the deadline.

The parties shall direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute. The arbitrator shall be bound by the Constitution and laws of the State of New Jersey, and by the provisions of this Agreement, and be restricted to the application of the facts presented to him 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.

- F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive.

- G. All papers and documents relating to the grievance and its deposition shall be placed in the employee's personnel file.
- H. In the event the Township wishes to raise a grievance, it shall do so within five (5) working days of the occurrence of a said grievance and shall raise the matter directly with the Union. In the event the matter is not satisfactorily resolved within ten (10) working days, the Township may proceed to arbitration in accordance with this Article.
- I. The right to request arbitration shall be limited to the parties to this Agreement (the Township and/or the Union).

ARTICLE 5

DUES DEDUCTION AND AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its employees, who are members of Teamsters Local 676, subject to this Agreement, uniform dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check off shall commence for each employee who signs an individual authorization card, supplied by the Union and approved by the Treasurer during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change, and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President or Secretary/Treasurer of the Union advising of such changed deduction and the authority therefore. No dues deductions shall be in a percentage amount.
- D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the CFO.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-5.9e as amended.
- F. The Township agrees to deduct the fair share fee from the earnings of those employees who are part of the bargaining unit and who elect not to become members of the Union.
- G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union to the Treasurer and affected employee of the amount of the fair share assessment.
- H. The above fair share fee, which shall be paid by payroll deduction as previously set forth, shall be in an amount equivalent to that part of the Union's regular dues which does not represent expenses for benefits incurring only to its members, or for political and ideological activities, but in no event shall such fair share fees exceed eighty-five (85%) percent of the Union's regular membership dues.
- I. Prior to the signing of this Agreement, and within ten (10) days thereafter or any change that shall be made, the Union shall provide in writing to the Township, the information necessary to compute the fair share fee for services enumerated above.

- J. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than hold the fee in escrow pending resolution of the appeal.
- K. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.
- L. Any dues deduction provisions herein contained, will become effective with the execution of the Agreement, and will terminate with the termination date of this Agreement. Any employee who is transferred to a job classification which is not within the bargaining unit, as herein defined, or any employee whose employment is terminated by death, resignation, discharge, lay off, retirement, or leave of absence shall cease to be subject to dues deduction beginning with the month in which the termination or transfer occurs.
- M. The employee after serving the ninety (90) days probationary period shall be liable for the Union Dues or Fair Share fee.
- N. The Township will turn over to the Union the dues collected the month within ten (10) days after that month.
- O. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deduction for a prior month's dues will not be made in respect to such dues, except where the Township's error, oversight, failed to make the deduction in any monthly period.

ARTICLE 6
BULLETIN BOARD

- A. The Union shall have the use only of the bulletin boards located at the "Highway Barn" for posting of notices relating to the meetings and official business of the Union.

ARTICLE 7
SHOP STEWARD

- A. The Union must notify in writing the names of Stewards and accredited representatives. No more than one (1) Steward and one (1) alternate may be designated by the Union.
- B. The Steward or Alternate shall not give orders to employees nor countermand orders of supervisory personnel. Further, he shall not be the judge in determining whether a piece of equipment is unsafe.
- C. Any Steward or alternate attempting to give orders to employees or countermand orders of supervisory personnel in violation of Section B of this Article shall be subject to Disciplinary action by the Township, including termination.
- D. Representatives of the Union who are not employees of the Township will be permitted to visit with the Shop Steward during working hours at their workstations for the purpose of discussing Union Representation matters with prior notification to and approval of the appropriate Department Head.

ARTICLE 8
NON-DISCRIMINATION

- A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin, disability or political affiliation.
- B. The Township and the Union agree that all persons covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any person because of that person's membership or non-membership or activity or non-activity in the Union.

ARTICLE 9

PROMOTIONS, TRANSFERS AND

TEMPORARY TRANSFERS

- A. If promotions to a higher labor grade or transfers to another grade are in order, consideration for such promotions or transfers shall be based on ability to perform the work.
- B. If, in the sole discretion of the Township, more than one (1) applicant for the promotion or transfer is qualified to perform the work, then seniority shall be considered as a factor in determining which applicant shall be granted the promotion or transfer.
- C. Except in emergency situations, if a vacancy is to be filled through promotion or transfer, notice of the job content of the vacant position shall be posted by the Township on the employees' bulletin board at least one (1) week prior to the interviewing for the vacancy. Any employee wishing to apply for the vacant position shall do so in writing.
- D. If an employee is requested to work out of class into a higher classification, a said employee will receive the rate of pay of the higher classification upon assumption of said duties. The out of class pay shall commence on the first day. If an employee is requested to work in a lower classification, his salary shall not be affected. The employee will be paid out of grade after 2 hours of performing those assigned duties.
- E. An employee must have at least one (1) year of service in current position in order to be eligible for a promotion to a higher grade.

ARTICLE 10

MAINTENANCE OF WORK OPERATIONS

- A. The Union hereby 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, nor 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 the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdowns, walkouts or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this agreement.
- B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slowdowns or other activity aforementioned as supporting any such activity by any other employee or group of employees of the Township, and that the Union will order all such members who participate in such activities to cease and desist from the same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.
- C. If a worker participates in any strike work stoppage, slowdowns, or other activities, the Township may take appropriate disciplinary measures against those employees.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right 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.
- E. The Township agrees that it will not engage in the lockout of any of its employees.

ARTICLE 11

HOURS OF WORK AND OVERTIME

- A. The regular workweek shall consist of five (5) days Monday through Friday, with a guarantee of forty (40) hours; and time and one half after eight (8) hours in a day or forty (40) hours per week. The regular workday shall be eight (8) consecutive hours, exclusive of the lunch period. Starting time to be determined mutually by the employee and the Township. This does not have any effect on section (C.) of this Article.
- B. Sick days will be provided toward overtime in a forty (40) hour workweek.
- C. In the event an employee is called in, or called back, he shall be guaranteed three (3) hours at time and one half with no reduction of work hours, except if he is called or kept on contiguous with his regular work shift. The Township shall have the right to retain the employee on duty for the minimum time period.
- D. Employees shall receive a one half ($\frac{1}{2}$) hour unpaid lunch period each day to be taken after the end of the 4th hour of work and before the beginning of the 6th hour of work, unless mutually agreed to. Any employee leaving Township facilities for lunch shall notify his/her supervisor of his/her leaving and return.
- E. Employees working holidays set forth in this agreement shall be paid one and one half ($1\frac{1}{2}$) times their regular straight time rate of pay for all hours worked in addition to the holiday pay for all hours worked in addition to the holiday pay. It shall be the option of the employee (through seniority) to work on holidays that must be worked.
- F. All work on Sunday shall be compensated for at the rate of double the regular straight time employee's hourly rate of pay.
- G. Over time may be compensated by compensatory time off in the same pay week in place of overtime pay at the request of the employee.
- H. This would apply to all outside help called in for overtime snow removal will be compensated at the Class III overtime rate for operating Pickups and small dump trucks. For Operating Large Dump trucks the overtime compensated rate will be at Class II overtime. This would apply to all outside help.
- I. All employees are required to clock in and out utilizing the time clock that is provided by the Township of Manta.
- J. No employee shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by his or her supervisor.
- K. Employees will receive a paid meal or money equal to \$10.00 after each 4 hours of work for "Snow Removal" or other emergencies on overtime only.

ARTICLE 12

PAY PERIODS

- A. All wages shall be due and payable in full ON THE 15TH and 30TH of each month for the preceding pay period, Pay Periods are from the 1st to the 15th paid on the 30th. The 16th to the end of the month paid on the 15th.
- B. When the regular pay day occurs on a holiday, the Township shall pay the employees, at the end of the shift, on the regular workday immediately preceding the holiday.
- C. With each paycheck, employee shall be provided with a statement of gross earnings and an itemized statement of all deduction made for any purpose.
- D. Management shall maintain the prerogative to modify the pay period from bi-monthly to every two weeks at any time during this contract period only if other bargaining units agree to this modification.

ARTICLE 13

SALARIES

- A. All employees covered by this agreement shall receive compensation as follows:

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
	2.0%	2.0%	2.0%	2.0%
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Class 1	25.90	26.42	26.94	27.48
Class 1b	25.58	26.09	26.62	27.15
Class 2	24.65	25.15	25.65	26.16
Class 3	23.65	24.13	24.61	25.10
Class 4	21.52	21.95	22.39	22.84
Laborer	12.98	13.24	13.51	13.78
Mechanic	28.51	29.08	29.66	30.26
Crew Leader	27.52	28.07	28.63	29.20
Asst. Foreman	28.28	28.85	29.43	30.02
Foreman	31.26	31.89	32.53	33.18
Custodian	16.51	16.84	17.18	17.52

- B. Any employee performing work on a higher classification shall receive the higher rate of pay for all time performing such work after they work at least 2 hours .Whenever the Supervisor is absent, for a day or longer the foreman shall assume his/her responsibilities and be paid an additional three dollars (\$3.00) per hour. Any employee performing work of a lower classification shall not suffer any reduction in the rate.

- C. The descriptions of the classifications are as follows:

Class I: Employees shall be employees who operate heavy equipment, heavy motor vehicles, light equipment, light motor vehicles and also perform routine labor and train Class II employees.

Class IB: Employees shall be employees who operate automated trash, recycling, vegetative waste collection in (one area) automated trash trucks.
Employees shall be employees who operate heavy motor vehicles, light equipment, light motor vehicles and also perform routine labor and train Class II and Class III employees.

Class II: Employees shall be all employees who operate heavy motor vehicles, light equipment, light motor vehicles and also perform routine labor and train Class III employees,

Class III: Employees shall be all employees who operate light equipment, light motor vehicles and also perform routine labor.

Class IV: Employees shall be senior laborers.

Laborer: Employees shall be laborers.

Foreman: The Working Foreman shall be immediate supervisor answering to the Public Work Superintendent. He will be responsible for supervising the entire Public Works crews in all their functions. He is selected by the Public Works Superintendent with the approval of the Township Committee. He will obtain materials and supplies, keep records, and prepare clear and factual reports. He will make recommendations to his superiors concerning promotions, and appointments of employees under his supervision. He will drive a truck or other heavy equipment to get the job done satisfactorily. He will also be responsible for full supervision of all crews and duties held by the Superintendent in the event of his absence and must be available for weekend and on-call on a rotating basis with Assistant Foreman and Crew Leader

Assistant Foreman: The Assistant Foreman, under direction, will assist the Foreman in his duties supervising the crews. He will also help the Foreman obtain supplies, keep records and prepare clear and accurate reports as well as direct supervision of the solid waste division crew. He is answerable to the superintendent or his designee and does related work as required by his superiors. In the absence of the Superintendent and the Foreman for a day or longer, he will be responsible for the supervision of all the crews and other duties of the aforementioned supervisors and must be available for weekend and on-call on a rotating basis with Foreman and Crew Leader.

Crew Leader: The Crew Leader, under direction, will direct the streets and roads and solid waste crews, in the performance and completion of their functions. He will drive a truck or other heavy equipment to get the job done satisfactorily. He is answerable to the superintendent or his designee and does related work as required by his superiors. In the absence of the Superintendent, Foreman, and the Assistant Foreman, he will be responsible for the supervision of all the crews and other duties of the aforementioned

supervisors and must be available for weekend and on-call on a rotating basis with Foreman and Assistant Foreman.

Mechanic: The Mechanic, under the direction of the Superintendent, Foreman, Assistant Foreman and Crew Leader, (or in the absence of any of the aforementioned supervisors), the mechanic performs varied mechanical work involved in the maintenance and repairs of motor vehicles and mechanized equipment. Working with various machine and hand tools common to the trade and does related work as required by his superiors. In cases of emergencies, under the direction of the Supervisor, may be assigned other duties.

Custodian: Employee that is responsible for the cleaning and maintenance of Township buildings. Cleaning and stocking of bathrooms. Minor maintenance and repairs of buildings and grounds. Will also perform other Public Works duties as directed by the Foreman or Superintendent.

E. The description of the above-mentioned equipment shall be as follows:

Heavy Equipment: Sweeper, Backhoe, and grader and all equipment of like nature.

Heavy Motor Vehicles: Trash packers and heavy dump trucks and all motor vehicles of like nature.

Light Equipment: All equipment not classified as Heavy Equipment, including Mower, tractor pick-up trucks, and passenger vehicles.

ARTICLE 14

CLOTHING MAINTENANCE and MECHANICS TOOL ALLOWANCE

- A. Employees covered under this agreement shall receive a \$560.00 clothing allowance paid directly to the vendor. The clothing allowance must be used in the calendar year it is afforded and will not carry over into the following year. All outerwear must meet ANSI Class 2 or Higher reflectivity rating, Lime in color only. All other clothing or footwear must meet or exceed the quality and or the design standard as supplied or required by the township.
- B. Employees can substitute short pants for long pants during the summer months.
- C. Employee must wear their uniforms at all time.
- D. Mechanics covered under this agreement shall receive a tool allowance in the amount of \$100.00 per quarter.
- E. Receipts will be required for tool allowances. Receipts will be due to the CFO 30 days prior to the next quarter reimbursement.

ARTICLE 15

SAFETY DAYS

- A. Three (3) days off with pay will be provided each employee as safety days in the following year after it is earned if the employee has had an injury or accident free work year. When the employee has had two (2) consecutive accident-free years, then he will be provided with four (4) day off with pay in the year following. The definition of injury or accident free year is that year in which an employee has not had an injury or accident that has been caused by the employees neglect in performing his job.
- B. Safety days must be scheduled in the same manner as a vacation day.
- C. The loss of safety days will be determined in the following manner:
 - 1. If the total damages caused by the accident is \$500.00 or less, then the employee will lose 1 safety day.
 - 2. If the total damages caused by the accident is between \$501.00-\$1,000.00, then the employee will lose 2 safety days.
 - 3. If the total damages caused by the accident is over \$1,000.00 then the employee will lose 3 safety days.

ARTICLE 16

LONGEVITY

- A. Longevity pay shall be granted each employee, in a separate check, twice each year in the year 1995:
1. Fifty percent (50%) payable the first pay period in June and fifty percent (50%) payable the first pay period in December. Employees shall receive one twelfth (1/12) of their entitlement for the year for each month prior to the payment irrespective of the days of the month on which the employee's anniversary date falls.
- B. Effective January 1, 1996, the Longevity Compensation for those employees entitled to it shall be incorporated into the employee's base rate of pay at the rate shown. Any employee starting employment after January 1, 1996 shall not be entitled to Longevity Compensation.

<u>Years of Service</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Beginning the Fifth Anniversary to the 10th	3.25%	3.25%	3.25%	3.25%
Beginning the Tenth Anniversary to the 15th	4.75%	4.75%	4.75%	4.75%
Beginning the Fifteenth Anniversary and above	5.25%	5.25%	5.25%	5.25%

--	--	--	--	--

ARTICLE 17

SICK LEAVE

- A. Employees shall be entitled to twelve (12) days of sick leave without loss of pay per year. Sick leave shall accrue at the rate of one (1) day per month and shall be credited to the employee and available for use the following month. The accrual will begin effective January 1, 2016 and thereafter.
- B. Sick leave pay shall be based upon the individual employee's straight time daily rate of pay, for the day or any part of which he is absent from work because of illness.
- C. In the event of accident or illness requiring absence from work, such sick leave benefits shall commence on the first (1st) work day absent.
- D. Sick leave may not be granted to an employee until completion of the probationary period.
- E. A doctor's certificate may be required at the Township's option as condition for payment of such leave, only (1): where an employee is absent in excess of Fifty Six (56) hours in a consecutive seven (7) month, and (1), when an employee is absent for three (3) consecutive days, both except for a period of time during which the employee is confined to any certified medical institution. The expense of the doctor's certificate will be his and not the Townships. The Township reserves the right to take disciplinary action if a pattern of sick time use is taken, or if sick time issued to avoid work assignments or duties. When possible, sick leave should be taken in increments of no less than four (4) hours.
- F. Sick leave benefits shall be integrated with welfare payments, workers' compensation or disability income. Sick leave shall be accumulated up to a maximum of 365 days. Under no circumstances will any combination of sick leave benefits with welfare; workers' compensation or liability income benefits exceed an employee's regular straight time base rate of pay or weekly rate of pay. The Township may also require a certificate of hospitalization.
- G. Sick leave shall be payable only with respect to a workday on which the employees would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any other day for which an employee has received full pay from the Township.
- H. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of health shall be required, but not at the Township's expense.

- I. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, by a physician designated by the Township. Such examination shall establish whether the employee was capable of performing his normal duties and that his return will not jeopardize his health, the health of the other employees, or the public health.
- J. Each employee shall be entitled to 'sell-back' unused sick leave each year. Upon notice, during the month of November, on or before November 15th, of each year, to the Township Treasurer, each employee shall be entitled to 'sell-back' and receive pay up to a maximum of six (6) days of that year's sick leave. Pay for each day shall be at seventy-five percent (75%) of its value. i.e., an employee's regular straight time hourly rate of pay x eight (8) hours x seventy-five percent (75%) for each day.
- K. The unused sick leave which is not 'sold-back shall be accumulated in the "bank" for future needs.
- L. Payment of unused sick time at retirement:
 - 1. After twenty five (25) years of service, or attaining the age of sixty-two (62), the employee, upon retirement, or if an employee is terminated because of lack of work; or if an employee resigns in good standing, will be paid for seventy-five percent (75%) of his accumulated sick leave. This payment will be made in four (4) equal yearly installments. This benefit will also, at the employee's death, be payable to the employee's beneficiary in the same manner. (This keeps the article consistent with the health benefits policy at retirement.)
 - 2. At retirement, all employees hired prior to May 21, 2010 shall have their payment for accumulated unused sick time capped at the amount they have accumulated at the time of the execution of this agreement or \$15,000 whichever is greater.
 - 3. At retirement, all employees hired after May 21, 2010 shall be limited to a total payment not to exceed \$15,000 as codified in P.L. 2010 Sections 1 and 2.
 - 4. Upon, retirement, accrued sick time payments under \$15,000 shall be made in two yearly installments and over \$15,000 shall be made in four yearly installments in accordance with the above provisions.
 - a. Payments to retirees shall be included with the first payroll in July.
 - b. In the case of an employee's death after 25 years of service, the unused sick leave will be paid to their beneficiary at the above rate.

ARTICLE 18
MILITARY LEAVE

- A. The Township agrees to provide all employees with military leave in accordance with Federal and State Statutes.

ARTICLE 19

JURY LEAVE

- A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Township the difference between his daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, subject to the following conditions:
1. The employee must notify his supervisor immediately upon receipt of a summons for jury service:
 2. The employee has not voluntarily sought jury service.
 3. The employee submits adequate proof of the time served on the duty and the amount received for such service.
- B. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to eleven o'clock a.m., that employee shall be required to return to work by twelve o'clock noon that day in order to receive pay for all hours worked that day.

ARTICLE 20
FUNERAL LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay at regular straight time daily time rate from the day of death up to and including the day of the funeral, but in no event to exceed five (5) working days and one (1) working days for aunt and uncle.
- B. The term "immediate family" shall include spouse or significant other, civil union partner, child, parent, stepchild, sibling, mother in law, father in law, grandparents, daughter in law, son in law, grandchildren, or any person related by blood or marriage residing in the employees' household.
- C. Three (3) days for spouse's sibling.
- D. One (1) day for niece, nephew, uncle, aunt, cousin in the first degree.
- E. Time off with pay, as provided in this section, is intended to be given for the purpose of handling necessary arrangements and attendance of the funeral of the deceased member of the immediate family.
- F. In case of leave caused by death in one's family, reasonable proof of such death and relationship shall be submitted by the employee through his department supervisor.

ARTICLE 21
LEAVE OF ABSENCE

- A. Any employee desiring a leave of absence without pay from the Township shall secure written permission from the Township with notice to the Union.
- B. Approval of such a leave of absence shall be at the sole discretion of the Township. Approval shall not be unreasonably withheld.
- C. The maximum leave of absence shall be for thirty (30) days, and may be extended for like periods at the sole discretion of the Township up to a maximum of ninety (90) days.
- D. Permission for extension must be secured from the Township with notice to the Shop Steward.
- E. During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved, and may result in the employee's loss of employment with the Township, at the Township's sole discretion.
- F. The employee shall be responsible for and shall make suitable arrangements with the Township for the continuation of benefits as provided in the Health Benefits Article.

ARTICLE 22

UNION LEAVE

- A. Wherever practicable, meetings between representatives of the Township and the Union for the negotiation of terms of the Agreement shall be scheduled during working time of affected employees. When it is necessary to schedule such meetings during regular working time, Steward or alternate whose attendance is required, shall be paid at regular straight time rates.

- B. Steward or alternate will not be paid for more than one and a half (1 ½) hours per hearing when related to the grievance procedure.

ARTICLE 23

HOLIDAYS

- A. The following are the paid holidays (day off with pay) to be given to the employees covered by this agreement:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Columbus Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

- B. Each member of the Bargaining Unit shall be entitled to three (3) personal days, which may be used for any purpose desired by the employee. A personal day may be taken without any notice as long as the day requested is not before or after a holiday. Two (2) or more personal days taken consecutively will require approval and is at the discretion of the Department Head. In the event an employee does not utilize the personal day granted aforesaid, said personal day shall not be cumulative from year to year, nor shall the employee receive any pay whatsoever because of the fact that the employee did not avail himself of the personal day. Half days may be granted if employee requests either the first half or the second half of the day.
- C. Each member of the bargaining unit shall be entitled to one (1) floating day each year, which may be used for any purpose desired by the employee. No advance notice to the Township, except for notice prior to the start of the employee's shift, shall be required for utilization of the floating day. Floating days shall not accumulate from year to year.

ARTICLE 24

VACATIONS

- A. Vacations shall be as follows: Every regular employee who has been continuously in the employ of the Township for a period of one (1) year shall be entitled to receive two weeks' vacation with pay (as defined herein) as scheduled by the Township in the manner hereinafter provided, after his first anniversary date and each year thereafter until his fifth (5th) anniversary date.
- B. Every regular, full time employee who has been continuously an employee of the Township for a period five (5) years or more and who meets the other qualifications set forth herein shall be entitled to receive vacation with pay (as defined herein) as scheduled by the Township in the manner hereinafter provided AS FOLLOWS on employee's anniversary date:
- 1st anniversary – 10 days (80 hours)
 - 5th anniversary – 15 days (120 hours)
 - 6th anniversary – 16 days (128 hours)
 - 7th anniversary – 17 days (136 hours)
 - 8th anniversary – 18 days (144 hours)
 - 9th anniversary – 19 days (152 hours)
 - 10th anniversary – 20 days (160 hours)
- C. The Township shall have the right to schedule the number of employees in each department who shall receive a particular time. Employees must select their vacations according to their seniority unless mutually agreed to by the Union and the Township. The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees consistent with the efficient operation of the Township's business. Vacations shall be on year-round basis. Any deceased employee who is entitled to his vacation, his vacation pay shall be given to his beneficiary. A one (1) week notice shall be given to take vacations.

- D. The vacation period for eligible employees may be taken daily for five (5) days only. If an employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the employee shall receive an additional day's vacation. Vacation pay shall be paid

the eligible employee before he starts his vacation. The pay, which an employee shall be entitled to receive for his vacation, shall be determined as follows:

- a. For each week of vacation, an employee shall receive forty (40) hours pay at the then current hourly rate for his job classification.
- b. Upon permanent layoff, discharge or quit, any employee on the seniority list with one or more years of service shall be entitled to vacation pay on a pro-rate basis.
- c. For each day of vacation, an employee shall receive eight (8) hours' pay at his then current hourly rate of pay.

ARTICLE 25

HEALTH BENEFITS

- A. The Township agrees to continue to provide for the term of this Agreement the following benefits for all employees and their families covered by this Agreement at the states employee contribution requirement except as may be noted:
1. Health Insurance Fund Benefits (HIF)
 2. P.E.R.S. Insurance equal to 3 times the employee's yearly pay.
 3. Dental Plan through Delta Dental at &25.00. Deductible and reimbursement at 100-80-50-25 including orthodontics or equivalent
 4. The Township shall provide a prescription and eyeglass plan as available to Township employees through Health Insurance Fund which is one of several medical plans offered.
 5. Employer shall provide benefits of New Jersey State Disability Insurance Plan on a co-pay premium basis as prescribed by the Plan.
 6. P.A.C.-TEAMSTERS LOCAL UNION NO. 676
 - a. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to P.A.C. Local 676. P.A.C. Local 676 shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other a week in which the employee earned a wage. The Employer shall transmit to Teamsters Local Union No. 676, 101 Crescent Boulevard, Collingswood, NJ 08108 on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.
- B. Employees who retire with twenty-five years of service in a State administered Pension System in accordance with Chapter 88 may continue to receive paid health insurance coverage. Employees receiving retiree health benefits must notify the Chief Financial Officer in writing, with proof of enrollment, when they become eligible for Medicare Parts A and B.

ARTICLE 26
INJURY PAY

- A. In the event an employee is injured on the job, the employee shall immediately report the injury to a supervisor. The employee shall further seek prompt medical attention and provide the Township with a physician's note or other form designated by the employer.
- B. Provided the employee cannot work and is eligible for Workers Compensation benefits under N.J.S.A. 34:15-1 et seq., the employee shall be entitled to up to six months of compensation with the Township paying the difference between the worker's compensation benefits received and the employee's salary commencing on the date of the injury. Any Workers Compensation benefits, temporary disability benefits or other income benefits the employee receives will be deducted from the employee's pay to prevent duplication. In addition or in the alternative, the Township may require the employee to assign or pay over the proceeds of all such benefits to the extent necessary to prevent duplication.
- C. While on leave as described in the preceding paragraph, the employee will continue accruing vacation and sick time, and will continue receiving health benefits coverage as provided under this Agreement and New Jersey law.

ARTICLE 27

SAFETY

- A. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property.
- B. Employees shall immediately report all defects of equipment or dangerous conditions of work in writing on Township form to the employee's Department Head.
- C. The Township shall not ask or require an employee to take out equipment that has been previously reported in an unsafe operating condition until same has been approved as being safe by a proper Township Official.
- D. No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused by the employee's gross negligence or improper act.
- E. Any employee involved in an accident shall immediately report said accident and any physical injury or property damage sustained by himself or anyone else.
- F. Other than those situations covered by Sec. E., when required by the Township, the employee, before going off duty and before starting his next shift, shall make out an accident report in writing, on Township time, on forms furnished by the Township and shall turn in all available names and addresses of witnesses to the accident.
- G. The Township shall maintain, in good repair, sanitary conditions for its employees, such as toilets and hot and cold running water.
- H. The Township reserves the right to discipline, up to and including termination, any employee whom it is proven deliberately destroyed or rendered useless any Township or other person's property.

ARTICLE 28

SENIORITY

- A. Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire.
- B. An employee's seniority shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury.
- C. Seniority shall be lost and employment terminated if any of the following occur:
 - 1. Discharge with cause;
 - 2. Resignation;
 - 3. Failure to return promptly upon expiration of authorized leave;
 - 4. Absence for three (3) consecutive working days without leave or notice and;
 - 5. Engaging in any other employment during a period of leave.
 - 6. Failure to return after recall, or within one (1) year of lay-off.
 - 7. If an employee leaves the bargaining unit for any reason, even though he maintains employment with the Township; also, if the employee returns to the bargaining unit, his seniority begins from the date of his most recent entry into the bargaining unit.
- D. Once each year during the month of January, the Township shall compile and submit to the Union in writing, and then seniority as to the Township, the department, and the job classification from the Township records. Any employee hired after said posting shall have their names added to this list in order of dates of hire, and the Union shall be notified of such additions.

- E. After an employee has completed his probationary period, the employee shall gain seniority status and his seniority on the list shall revert to the first day his probationary period.
- F. In an attempt to equalize overtime, the “wheel” system shall be used. I.e., Starting at the top of the seniority list with the number one employee, overtime shall be offered in the order of seniority. If overtime is turned down, the next person is offered until someone accepts. All the people who turned down shall be charged with the amount of hours worked by the person(s) accepting the overtime. This way the number of hours shall be almost equal at the end of the year. The only exception to the “wheel” is in a classification, i.e., if a truck driver is needed, a truck driver is asked, etc.
- D. Once each year during the month of January, the Township shall compile and submit to the Union in writing, and then shall post on each bulletin board listed in Article 5, 6 lists or lists of seniority from the Township records. Any employee hired after said hire, and the Union shall be notified of such additions.
- E. Job assignments will be distributed in seniority order, by classification; once job assignments are picked there shall be no changing of job. Seniority does not ~~provided~~ provide the right to switch jobs assignments with lower title employees.

ARTICLE 29

PROBATIONARY PERIOD

- A. All employees, prior to becoming a permanent employee with the Township, shall serve a probationary period of ninety (90) calendar days.
- B. During the probationary period, the employee may be discharged without recourse, provided that the Township may not discharge or discipline for the purposes of evading this Agreement or discriminating against Union members.
- C. In case of discharge within the probationary period, the Township shall notify the Union in writing.

ARTICLE 30

LAY-OFF AND RECALL

- A. Should it become necessary to lay-off employees because of lack of work, the Township shall resort to strict departmental seniority, which means the last employee hired shall be the first employee's laid off.
- B. When the Township recalls the employee, it shall be done in the reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled, so long as the employee to be recalled is qualified to do the work necessitating the recall.
- C. The Township agrees to give at least two (2) week's notice or two (2) week's pay whenever making seasonal or permanent lay-offs; written notice to the Shop Steward and the affected employees whenever possible.
- D. The Township, when recalling laid off employees shall notify the Shop Steward and the employee in writing. Notice to the employee shall be personally delivered or mailed to the employee's last known address, and the employee shall have five (5) working days to respond to such recall notice.

ARTICLE 31

HIRING ADDITIONAL EMPLOYEES

- A. The Township shall notify the Shop Steward when any new employees are to be hired to fill positions within the terms of this Agreement.
- B. The Union shall have the right to send applicants to make applicants for the position, the Township agrees to interview such applicants as acceptable and give the same interview consideration to Union sent application as is given to applicants from other sources.
- C. This provision shall not be deemed to require the Township to hire Union applicants or to preclude the Township from hiring employees from other sources.

ARTICLE 32

FULLY-BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain able issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiated with respect to any such matter, whether or not covered by this Agreement.

ARTICLE 33

SEPARABILITY AND SAVINGS

- A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this agreement to the extent that in the event any clause of clauses shall be finally determined to be in violation of any law, then in such events, such clause, or clauses, only to the extent that any may be in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all language remaining in any clause, sentence or paragraph in which the offending language may appear.

B. CREDIT UNION

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

ARTICLE 34

DISCIPLINE

- A. No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. Until the case has been discussed with the Business Agent, no employee may be dismissed or suspended, except where the provisions of this Section provide for such action.
- B. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the employee shall receive back pay. If the decision directs reinstatement with pay, the Township shall not receive any credits for wages or compensation earned by the employee while he was out of the Township's employees. Except where an emergency prevents it, grievances concerning discharge or suspension shall be advanced over all other matters pending for grievance hearings and shall be heard promptly. Except in the case of immediate dismissal for the causes set forth below, no employee may be dismissed or suspended for his first offense but shall receive the following for each different offense:

Step 1. Oral Notice

Step 2. Written Warning

Step 3. One (1) day off without pay

Step 4. Subject to discharge

All written notices will stay in the employees' personnel file up to three hundred sixty-five (365) days from the date of each entry, at which time they will be removed.

- C. Causes for immediate suspension pending discharge without first discussing the matter with the Business Agent shall be the following:
 - 1. Calling or participating in any unauthorized strike, work stoppage, or walkout.

2. Drunkenness, proven during working hours, or being under the influence of alcohol during working hours.
3. Proven theft or dishonesty.
4. Unprovoked assault on his Employer or his Employer's representative during working hours.
5. Illegal use of dangerous controlled substances.

In each instance, the Employer shall promptly notify the Union of the action taken in writing.

ARTICLE 35

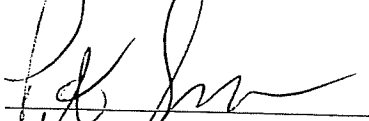
TERM OF AGREEMENT

- A. This Agreement shall be in full force and effect as of and retroactive to January 1, 2019 and shall remain in effect through December 31, 2022, without a reopening date. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives, in writing no sooner than one hundred and eighty (180) nor later than one hundred and thirty-five (135) days prior to the expiration date of this agreement of a desire to change, modify or terminate this agreement.
- B. Notice served by either party on the other stating an intention to change, terminate or modify this Agreement shall be by registered or certified mail.
- C. Notices sent by the Union shall be served on the Township Clerk. Notices sent by the Township shall be served on the President of the Union or his designated representative.

IN WITNESS WHEREOF the parties hereto set their hands and seals this

2 day of December, 2019

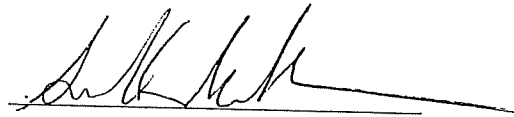
TOWNSHIP OF MANTUA


Peter Scirrotto

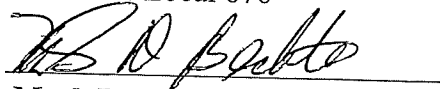
Mayor


Jennica Bileci
Township Clerk

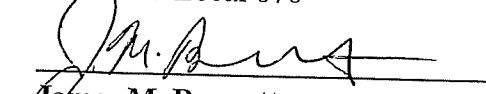
TEAMSTERS LOCAL UNION 676


Scott McMullen

Teamsters Local 676


Mark Bechta

Teamsters Local 676


James M. Bennett
Recording Secretary/ B.A.
Teamster Local Union 676