

Contract Between
Pequannock Township and
Teamsters Local
Union #469

Department of Public Works

Period of 1/1/2022 through 12/31/2026

Teamsters Local Union #469 Contract with Pequannock Township

INDEX

ARTICLE 1	Recognition	1
ARTICLE 2	Union Security	1
ARTICLE 3	Check off Union Fees	2
ARTICLE 4	Management Rights	2
ARTICLE 5	Probationary Period	3
ARTICLE 6	Seniority	3
ARTICLE 7	Nondiscrimination	5
ARTICLE 8	Hours of Work and Overtime	5
ARTICLE 9	Holidays	7
ARTICLE 10	Paid Time Off (PTO)	8
ARTICLE 11	Workers' Compensation	11
ARTICLE 12	Uniforms & Tools	11
ARTICLE 13	Insurance and Pension Benefits	12
ARTICLE 14	Wages	14
ARTICLE 15	Grievance Procedure and Arbitration	15
ARTICLE 16	No Strike Pledge	16
ARTICLE 17	Employee Training	16
ARTICLE 18	Employee Performance / Salary Steps	17
ARTICLE 19	Other Issues	18
ARTICLE 20	Fully Bargained Positions	18
ARTICLE 21	Term and Renewal	18

This agreement made and entered into as of the ____ day of _____ 2022, between the Township of Pequannock, in the State of New Jersey, hereinafter referred to as the "Employer" and Teamsters Local Union NO. 469, a labor organization, located at 3400 Route 35 Suite 7, Hazlet, NJ 07730, hereinafter referred to as the "Union."

Witnesseth

Whereas, the Union has presented proof that it represents the Township of Pequannock Department of Public Works, Department of Parks and Recreation employees excluding professional, supervisory, office, and clerical employees; and,

Whereas, the Township of Pequannock hereby recognizes the Union as the sole and exclusive bargaining agent for the all Township of Pequannock Department of Public Works and Department of Parks and Recreation, excluding professional, supervisory, office and clerical employees.

Now, therefore, it is mutually agreed between the parties hereto that the following agreement shall become effective.

ARTICLE 1

RECOGNITION

Section 1. The Township of Pequannock hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time, permanent, blue collar employees in the Department of Public Works and the Department of Parks and Recreation, excluding professional, supervisory, office clerical, part-time and any employee hired in all matters specifically provide for herein.

Section 2. Wherever used herein, the term "employees" shall mean and be construed as referring to the full-time, permanent employees of the Department of Public Works and Department of Parks and Recreation covered by this Agreement.

ARTICLE 2

UNION SECURITY

Section 1. The Employer agrees it will give effect to the following form of Union Security:

- a. All present employees who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing by payment of the regular monthly dues.

- b. It is agreed that at the time of hire, newly hired employees who fall within the bargaining unit, will be informed that they have an opportunity to join the Union thirty (30) days thereafter of pay to the Union Representation Fee.

ARTICLE 3

CHECK-OFF UNION FEES

Section 1.

- a. The Township agrees to deduct Union dues from each employee who has properly authorized such deductions in writing from the first two paychecks each month. The Township further agrees to forward said deductions, along with an alphabetized list of employees for whom a deduction has been made, showing the amount deducted, to the Union within fifteen (15) days after. No deductions shall be made until the Union certifies to the Township the current dues payable by the employees.

Section 2. Representation Fee

- a. The union hereby agrees to indemnify and hold the Township harmless against any and all claims, action, proceeding, demands, suits, or other forms of liability that shall arise of or by reason of action taken or not taken by the Township for purpose of complying with any of the provisions of this Article or the dues deductions/representations fee provisions of prior agreements between these parties.

ARTICLE 4

MANAGEMENT RIGHTS

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

- a. To the executive management and administrative control of the Township government and its properties, facilities and activities of the employees;

- b. To hire all employees and subject to the provisions of law; to determine their qualifications and conditions for the continued employment or assignment and to promote and transfer employees;
- c. To suspend, demote, discharge or to take other disciplinary action for reasons considered by the township to warrant such action.

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

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

ARTICLE 5

PROBATIONARY PERIOD

Section 1. All new employees shall serve a probationary period of ninety (90) days. The Township may grant an additional ninety (90) day probationary period upon notification to the Union. All new employees must have or acquire their Class B CDL license. The Class B CDL must be obtained prior to the end of the probationary period.

Section 2. During the aforementioned probationary period, the Township may discharge during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Township shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE 6

SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees, names and dates of employment from the date of last hire for each department, with the employee with the longest length of continuous and uninterrupted system wide service to be placed at the top of said security seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the least length of continuous and uninterrupted service is at the foot of the list. The seniority of each employee shall date from employee's date of last hiring with the Employer. Once the Employer publishes a seniority list, if the Union or any of its membership disputes the list for any reason, the

dispute must be grieved within fifteen (15) calendar days of publication or the list becomes binding. The Employer agrees to post the seniority list by February 1st of each year.

Section 2. New Employees retained beyond the probationary period shall be considered permanent employees, with the exception of employees hired and funded by sources other than the municipal budget, and their length of service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List." Such seniority list shall be kept up to date with additions and subtractions required.

- a. If new jobs are created or if permanent vacancies occur, of more than fourteen (14) days duration that the Employer decides to fill, in a higher-rated position, the Employer shall determine the qualifications required for the position and shall determine which, if any, of the applicants meet the qualifications. Consideration for such promotions shall be based upon qualifications, training and ability to perform the work of the higher rated position, as well as other criteria as determined by the Township. In cases in which the Township adjudges all other criteria to be equal, seniority shall control. For the purpose of this provision, a "higher rated position" shall be defined as a foreman position.
- b. The Employer agrees to post a notice of such new jobs or vacancy on the bulletin board for a period of three (3) working days. Such notice shall contain a description of the job, the rate and when the job will be available. Interested departmental employees in order to be eligible must sign the notice. All employees are eligible to apply. Lateral and down-bidding will not be considered; however, the Employer may waive this prohibition in cases of reasonable accommodation to disabilities or sincerely held religious beliefs.
- c. If an employee is a successful applicant, said employee will be notified by a notice placed on the bulletin board within five (5) working days.
- d. Any employee so selected to fill such job shall be granted a training period of up to sixty (60) days of the training period that the prompted employee is not qualified to discharge the duties of the position to which said employee was prompted, the employee shall resume the former position held of a position equivalent thereto. The employee shall receive the rate for the job as of the day that person begins the training period. If removed from the position during or at the end of the training period, the employee shall receive the rate of the position to which said employee is assigned.

ARTICLE 7

NONDISCRIMINATION

Section 1: There shall be no discrimination, nor shall any employee be discharged based on age, race, creed, sex, color, national origin, nationality, political affiliation, disability, sexual orientation, familial status, marital status, union membership or legal union activity permitted herein.

Section 2: Zero Tolerance: The Township has ongoing interest in maintaining a policy prohibiting unlawful discrimination and harassment, encouraging the filing of complaints alleging discrimination or hostile work environments in the workplace, and providing appropriate guidance to its employees regarding prohibited activities, employee and supervisor responsibilities, complaint procedures, and related issues of confidentiality, retaliation, discipline and training.

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 1. The normal workweek shall be from Monday to Friday, both inclusive and shall comprise of five (5) days eight (8) hours each, exclusive of one half (1/2) hour lunch period. The working shift shall be established by the Department head. There shall be a thirty (30) day notification before a change in shift.

Section 2. Any work performed beyond eight (8) hours in any one day or in excess of forty (40) hours during the normal week shall be considered overtime and be compensated for at one and one half (1 ½) times the regular hourly rate of pay, except for those circumstances detailed in section 4 below relating to minimum call back time.

Section 3. Overtime Guarantee-Certain Duties

Employees who are assigned weekend to maintain operations for the Sewage System and the Water System shall be paid for the following minimum hours per day at one and a half (1 ½) times the regular hourly rate of pay. All Holiday pay for required work shall be governed by Article 9 Section 2 of this agreement. All Sewer and Water employees shall receive standby pay in addition to the guaranteed hours in the following amounts, \$130.00 per day effective 1/1/2013 and for all weekend work assigned to the employee. The per day amount effective 1/1/2014 shall be \$135.00. For this provision a day is defined as a 24 hour period beginning at 7:00 AM. For those individuals on "standby" there shall be a maximum 30 minute response time when called into work. Call-in notification may be made by (a) direct telephonic discussion, (b) the leaving of a voicemail message, or (c) the sending of a text message. The maximum 30 minute response time shall be measured, as the case may be, from the time of the direct

telephonic discussion, the time at which the voicemail message was left, or the time at which the employee responds to the text message sent to him/her.

Water System
Sewage System

Three (3) hours (to take effect 1/1/10).
Three (3) hours (to take effect on 1/1/10).

Section 4 Callback Time

Employees who are called back to works shall be paid for a minimum of three (3) hours work computed at their regular rate of pay. If they are required to work in excess of two hours, they shall be paid for the total number of hours worked on the callback at one and one half (1 ½) times the regular hourly rate of pay. Water and Sewer Call outs shall be paid for a minimum of two (2) hours.

Employees called to work prior to the start of their normal shift shall be paid the overtime rate for any such time worked, provided that the employee completes his regular eight (8) hours of work that day.

Any employee starting work eight (8) hours prior to their normal shift and continues to work when their normal shift starts continue to be paid overtime rates until such time the employee is released from work. If an employee is released from work before the end of their normal shift, they will be paid straight time for whatever hours remain in that shift.

Section 5. Standby pay

In the event any employee covered by this collective agreement is placed in a standby mode which would require him/her to return to work within 30 minutes during off times the employee shall be on Standby Time and will receive \$135.00 per day effective 1/1/2014.

Section 6. Snow Removal and Emergency Time

In the event any employee works ten (10) hours in any given day, they shall be entitled to a half (1/2) hour break with no loss of pay, plus every five (5) hours thereafter, they shall be entitled to an additional half (1/2) hour break with no loss of pay. The Township will provide meals every Five (5) hours of work beyond normal hours.

Section 7. Work Hours leading into a work day / Early Release

In the interest of employee safety, when an employee is called into work before a regular work shift and the work detail exceeds 3 hours, the employee shall be entitled to 1 hour of early release for each 3 hours worked. This release time may be applied to the beginning or end of the next scheduled shift. This early release time shall not be considered comp time and can not be carried.

Section 8. Coffee Break

During the normal eight (8) hour work day, a ten (10) minute coffee break shall be granted in the morning and in the afternoon. Within the limits of work required, every effort will be made to reasonably provide the coffee break between 9:00 a.m. and 10 a.m. and 1:30 p.m. and 2:30 p.m. Employees shall not leave an outside work site for said coffee breaks, but one person may be permitted to travel to purchase coffee for all men on a crew within the limits of the work schedule.

Section 9. Wash-Up Time

The employees shall be entitled to a ten (10) minute wash-up time prior to lunch period and a ten (10) minute wash-up time at quitting time.

Section 10. Sunday Work

Except as outlined in Section 3 of this article Leaf Collection Program and operation P.V. Park, employees required to work Sunday will be paid twice (2x) the regular rate.

Section 11. Compensatory Time

Employees are permitted to earn and use Compensatory Time (Comp Time) in accordance with the established Township Policy. Members of this bargaining unit will be permitted to roll over up to a maximum of 40 Comp Time Hours at the end of the year.

ARTICLE 9

HOLIDAYS

Section 1. The following days shall be paid holidays upon which the public offices of the Township shall be closed and on which the employees covered under this contract shall normally not be required to work, except on the case of special assignment or emergencies as determined by the Township Manager.

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Memorial Day
Veteran's Day

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas

Section 2. Any employee required to work on a holiday shall be paid for such work at two (2) times the employee's regular rate of pay in addition to eight (8) hours of Holiday pay.

Section 3. In an event that a Holiday falls on Saturday, it shall be observed on the preceding Friday. In the event that a Holiday falls on a Sunday, the Holiday shall be observed on the following Monday.

Section 4. If a Holiday falls within the vacation period of an employee, the employee shall receive pay for the same which shall not be charged as a vacation day.

ARTICLE 10

PAID TIME OFF (PTO)

Section 1. As of January 1, 2015 all leave formerly designated as Vacation, Sick and/or Personal Days shall be converted to Paid Time Off (PTO). All full-time employees hired after January 1, 1998 shall earn Paid Time Off for each full calendar month of employment in accordance with the following schedule:

<u>MONTHS OF CONTINUOUS SERVICE</u>	<u>DAYS OF PTO EARNED</u>
1-48	2.00
49-108	2.42
109-228	2.83
229-240	2.92
241-252	3.00
253-264	3.08
265-276	3.17
277+	3.25

Employees hired prior to January 1, 1998 shall earn benefit time in accordance with the following schedule:

<u>MONTHS OF CONTINUOUS SERVICE</u>	<u>DAYS OF PTO EARNED</u>
1-48	2.00
49-108	2.42
109-228	2.83
229-240	2.92
241-252	3.00
253-264	3.08
265-276	3.17
277-288	3.25
289-300	3.33

301-312	3.42
313-324	3.50
325-336	3.58
337+	3.67

Section 2. Paid Time Off may be accumulated and carried over from year to year.

Section 3A. Paid Time Off may be scheduled at any time during the calendar year in accordance with a PTO vacation schedule developed by the Department Head and approved by the Township Manager. Requests for PTO vacation leave at times other than the established vacation schedule must be submitted to the Department Head at least seven (7) days in advance of the requested leave. PTO may not be advanced and can be taken in a minimum of ½ day increments. Consistent with Township personnel policies, employees in the unit may use one earned PTO day (i.e. 8 hours) per year in one-hour increments, to be scheduled in accordance with established departmental procedures for taking time off.

Section 3B. During the first year of employment, an employee may request up to five (5) days of unpaid time off which shall not be deducted from an employee's earned PTO balance. Approval of this unpaid leave shall be at the discretion of the Department Head and the Township Manager.

Section 3C. At no time shall an employee be eligible for Paid Time Off in excess of the amount earned and credited to the employee, with the exception as indicated in 3B above.

Section 4. Upon retirement or resignation of an employee in good standing, the employee shall be paid for up to a maximum of 10 days of unused Paid Time Off providing that employee provides a minimum of two (2) weeks' written notice. An employee who is terminated from the Township for any cause not involving moral turpitude shall be paid for unused accumulated PTO up to a maximum of 35 days as severance.

Section 5. In extenuating circumstances, the Township Manager, in his sole discretion, may grant long-term leave at full rate for six (6) months, upon proper medical determination. An additional six (6) months leave may be provided at one half (1/2) of the employee's rate of pay-these provisions to be effective to be following the use of all available earned PTO. No PTO shall be earned during the period that the employee is on extended leave under this provision.

Section 6. An employee who is absent due to illness shall upon request of the Department Head, submit a doctor's certificate indicating the nature of the illness and/or attesting to the recovery of said illness and the employee's ability to return to work. The Township Manager may require and additional examination by a physician or physicians

chosen by the Township Manager and paid by the Township certifying to the employee's complete recovery.

Section 7. PTO may be utilized without seven days' prior notice by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. PTO may also be utilized for one (1) day periods when the presence of the employee is necessary to care for the employee's spouse, parents or children due to illness or injury. The department head may request a doctor's note after 3 consecutive days of PTO taken without advance notice and approval.

Section 8 Perpetual use of all available PTO is indicative of either one (1) abuse of time, or two (2) a chronic illness or condition. For the purpose of this section, perpetual use of available PTO shall be defined as (1) the use of ten or more PTO days in a calendar year for other than acute illness or injury, or (2) an accumulated PTO balance of less than two times (2x) the number of full years of employment, unless the employee has experienced a serious acute illness or injury. In the event that an employee is identified to perpetually use all available PTO time, the Township Manager may: (1) put the employee on notice that a Doctor's note will be required for each PTO day for illness claimed by the employee, or (2) require that the employee be examined by a doctor of the Township's choosing to be examined for, and a course treatment recommended for a chronic illness at the cost of the Township.

Section 9. Perpetual use of PTO without advance written notice which cannot be medically documented shall be cause for disciplinary action.

Section 10. Reporting Absence as a result of Illness or Injury

- a. If an employee is absent for reasons that qualify for PTO use, the supervisor shall be notified prior to the employee's starting time.
- b. Failure to notify one's supervisor may be the cause of denial of the use of PTO for that absence and constitute cause for disciplinary action.
- c. Absence without notice for five (5) consecutive days shall constitute a resignation.

Section 11. Bereavement Leave

- a. In case of death in the immediate family, an employee shall be granted up to three (3) days leave.
- b. Immediate family shall defined as the employee's spouse, child, stepchild, mother, father, brother or sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, maternal or paternal grandparents.
- c. Reasonable verification of the event may be required by the Township.

- d. In the event of a death in the immediate family, which would cause the employee to travel considerable distance or would otherwise entail additional time off, a maximum of five (5) days may be granted by the Township Manager at his discretion in unusual or extraordinary circumstances.

Section 12. Jury Duty

An employee who is called for jury duty shall be paid eight (8) hours straight time pay for work time lost.

ARTICLE 11

WORKERS' COMPENSATION LEAVE

For employees injured on the job, the Township will supplement the amount of insurance coverage to provide that each employee shall receive full pay based on his regular rate of pay for the first six (6) month period of the injury. After the six (6) month period, the Township will continue to provide full pay until final judgment is made by the State Worker's Compensation Board, or until the employee is determined able to return to duty. During this period, the employee's accumulated PTO will be applied at the rate of one third (1/3) per day. If accumulated PTO expired during this period, the Township will continue full coverage.

ARTICLE 12

UNIFORMS & TOOLS

Section 1. The Township as of January 1, 2008 shall roll one thousand dollars (\$1,000.00) into the base salary of each employee covered by this agreement. The monies shall pay for the purchase, replacement and the maintenance of the required uniform for the Department of Public Works. All Public Works and Recreation employees will be required to maintain and wear a standard uniform as designated by the Township through their respective Department Head. The standard uniform is outlined below, and all parties will agree on the specific nature of the same, i.e. brand, manufacturer, supplier, and the like. New employees will be provided with \$350.00 to purchase the required uniform upon satisfactory completion of his or her probationary period. Employee's who fail to wear the required uniform will be subject to disciplinary action.

Section 2. The replacement cost of up to 1 pair of prescription eyeglasses that are damaged during the course of work will be eligible for reimbursement. This provision has a maximum benefit of \$250 and may only be provided once in any 24

month period. Reasonable proof that the loss was incurred as part of a work function must be provided.

Section 3. Up to two employees whose primary duties include assignment to the Mechanics' Shop shall be eligible to receive an annual reimbursement of up to \$500.00 for tools purchased, maintained and used in the course of their work in the Mechanic's Shop. Reimbursements will be made in June of each year and based on receipts submitted for tools purchased during the prior 12 months, defined as June 1 to May 31.

ARTICLE 13

INSURANCE AND PENSION BENEFITS

Section 1. The Township shall provide the same quality of health care as provided in the preceding contract to all employees within the bargaining unit and their dependents under a plan designated as the Current Benefit Plan, or amended to its equivalent under the terms of this section. Any changes to the plan shall be equivalent to the prior plan except for the copays and deductibles, which shall not be challenged under this provision. The Township shall also notify the union and the bargaining unit Thirty (30) days prior to any such change.

Section 2. All employees of this contracting unit are statutorily required to participate in the Public Employees Retirement System (PERS) administered by the State of New Jersey, Department of the Treasury.

Section 3. The Township shall pay one hundred percent (100%) of the premiums of a life insurance policy in the amount of six thousand five hundred (\$6,500.00) dollars for each employee.

Section 4. If any other employees in the Township of Pequannock receive any other health benefit which we are not enjoying, the said Township agrees to grant the same coverage, effective the first of the month following the granting of the benefit to other Township employees and to our members without negotiating.

Section 5. The Township shall implement the provisions of P.L. 2011, Chapter 78 which requires employee contributions towards health benefit costs. The associated phase in of contributions and percentage of premiums are hereby established in accordance with state law and will be implemented upon the effective date of this agreement.

Section 6. The Township will establish alternative health coverage options and will provide a minimum of 3 health plan options for the term of this agreement. Members will be permitted to annually select a plan of coverage during an enrollment period to

precede the plan year. Coverage elections may also be changed at other times based on qualifying events established under COBRA. The existing plan of benefits will remain one of the plan alternatives through this contract period.

Section 7. Members shall be permitted to opt out of Group Health coverage during the enrollment period. Any member who opts out shall receive the lesser of \$5,000 or the statutory maximum per year paid in bi-monthly installments (i.e, twice per month), equaling 1/24 of the total annual opt-out amount. Members may opt back into coverage based on a qualifying event under COBRA at the rate established had they not opted out.

Section 8. After twenty five (25) years of full-time service to the Township, an employee will receive paid health benefits (Major Medical and Hospitalization) until he/she is eligible for Medicare / Medicaid coverage with the following provisions:

- A. Retired members shall pay a share of the premium in accordance with the requirements of P.L. 2011, Chapter 78.
- B. Retired employees shall enroll in Medicare / Medicaid when they become eligible and shall maintain that enrollment, including enrollment in Part B and Part D. Medicare / Medicaid shall become the retiree's primary coverage. Supplemental coverage provided under Part B shall be reimbursed to the employee on a quarterly basis.
- C. Retired employees who are eligible for continued health benefit coverage under the terms of this agreement and become eligible for a group health plan as a result of post retirement employment shall enroll in the employer sponsored health plan and notify the Township of the effective date of the alternate coverage. The retiree can resume coverage under the Township's plan in the event that group coverage is no longer available to them.

Section 9. Employees will be allowed to buy back Paid Time Off (PTO) at the employees then current rate of pay to offset required health plan contributions under the following conditions:

- A. Employees who qualify may elect to use PTO as payment on an annual basis during the plan enrollment period and PTO will be charged quarterly throughout the year.
- B. Employees may elect to use PTO as partial payment with the balance to be made through standard payroll deductions.
- C. Employees must have a minimum of 45 days of PTO to elect PTO as payment for health care contributions. If the amount of PTO

credited to an employee falls below 45 days, regular payroll deductions will resume for the next quarter. The 45 day minimum shall not apply to employees with more than 25 years of pension service credit or who are within 3 years of retirement eligibility.

Section 10. Employees who qualify for retiree health benefits may elect to maintain health coverage for their spouse under the following provisions:

- A. The same plan of coverage must be elected for the spouse as for the retiree.
- B. Members shall pay \$380 per month (2015) towards the premium of the plan. This monthly premium shall increase \$10 per month each year thereafter. (\$390 per month in 2016; \$400 in 2017)
- C. The retired employee's spouse shall enroll in Medicare / Medicaid when they become eligible and shall maintain that enrollment, including enrollment in Part B and Part D. Medicare / Medicaid shall become the spouse's primary coverage. The supplemental coverage provided under Part B shall be reimbursed to the spouse on a quarterly basis.

Section 11. Employees who qualify for retiree health benefits may elect to maintain health coverage for their dependents who would otherwise qualify for coverage if they had remained employed under the following provisions:

- A. The same plan of coverage must be elected for the dependent as for the retiree.
- B. The retiree shall pay the full added cost of dependent coverage so the Township incurs no cost.

Section 12. Employees hired after the effective date of this provision (February 1, 2018) will not be eligible to receive health benefits upon their retirement.

ARTICLE 14

WAGES

Section 1. Increases shall be as described in Appendix A attached.

The Township Manager shall have the discretion to set the initial pay rate for a new hire that is commensurate with the candidate's experience and training. A new hire cannot be placed higher than Step 3 in Appendix A.

Section 2. Additional compensation for educational credits and degrees shall be as set forth in Appendix B.

ARTICLE 15

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any difference or dispute between the Township and the Union relating to the terms and provisions of the Agreement of its interpretation or application of the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall hereafter be referred to as a "grievance."

Step 1a. The grievance, when it first arises, shall be taken up orally between the employee and his/her Foreman, or the Department Head if there is no assigned foreman.

Step 1b. If no satisfactory settlement is reached during the first formal conference, then such grievance shall be reduced to writing by the employee and shall serve same upon the Director of Public Works or the Director of Parks and Recreation. Within three (3) working days, thereafter, the grievance shall be formally discussed between the Director of Public Works or the Director of Parks and Recreation and the employee.

Step 2. In the event the grievance is not satisfactory settled by the discussion at Step 1, the moving party may appeal the grievance in writing to the Township Manager. Up receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) days of receipt of the appeal unless extended by mutual agreement. The decision of the Township Manager shall be made not later than five (5) working days after the meeting is held.

Step 3. In the event the grievance is not satisfactorily resolved in Step 2, then both parties agree that within ten (10) calendar days either party may request the New Jersey State Public Employment Relations Commission to aid them in the selection of an Arbitrator, according to the rules and regulations of that commission, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

Section 2. The Arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from any provision of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 3. The cost of the arbitration, other than costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally between the Union and the Township.

ARTICLE 16

NO STRIKE PLEDGE

Section 1. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report to duty, or willful abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, slowdown, walkout, or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

Section 3. The Union will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

Section 4. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages both in the even of such breach by the Local or its members.

ARTICLE 17

EMPLOYEE TRAINING

Section 1. The Township and Teamsters Local Union No. 469 agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

Section 2. Teamsters Local Union No. 469 agrees that it will encourage to maintain acceptable and increased levels of competence by:

- a. Keeping abreast of changes occurring in their operations.
- b. Participating in developing activities in order to perform more efficiently in current and future assignments.
- c. Utilizing and sharing with fellow employees new skills acquired through training.

Section 3. The Township Manager, Department Heads and Teamsters Local Union No. 469 agree to meet and consider training and development programs for employees covered by this Agreement. Such programs as required by management shall include full reimbursement by the Township for approved courses which are completed by employees as part of the employee training program. The Township also agrees to reimburse employees for supplemental courses or programs providing the employee satisfactorily completes the same.

Section 4. Employees who are sent for schooling by the Township shall be reimbursed at the standard mileage rate upon submission of a signed voucher.

Section 5. If any employee is required to obtain a State license and this license is used for the Township, the employee shall receive a bonus of \$75.00 for each license. It is understood that this is a one-time payment upon receipt of the license.

Section 6. The Township agrees to reimburse employees for the cost of the licenses or license renewals when job related. Proof of payment must be submitted.

Section 7. Any Employee who possesses a Township approved license shall be listed under Appendix B of this Agreement and paid no less than the agreed upon stipend or wage for that specific license. As reflected in Appendix B, an Employee with a Class A CDL License shall receive a \$1,000 stipend per annum. An employee with a Tanker Endorsement shall receive a \$100 stipend per annum.

ARTICLE 18

EMPLOYEE PERFORMANCE/SALARY STEPS

Section 1. Teamsters Local Union No. 469 agrees to support and cooperate with the Township of Pequannock in improving employee's performance. In furtherance thereof, Teamsters Local Union No. 469 shall encourage all employees to;

- a. Maintain and improve levels of performance.
- b. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible.
- c. Assist, where possible, in building goodwill between the Township of Pequannock and Teamsters Local Union No. 469 and the public at large.

Section 2. Teamsters Local Union No. 469 recognizes that it is the responsibility of the Department Head and the Township Manager to determine levels of performance for employees and establish, standard and methods to provide services to the public in the most efficient manner possible. Teamsters Local Union No. 469 pledges its cooperation in the attainment of such standard and methods.

ARTICLE 19

OTHER ISSUES

It is further agreed that any increase benefits relating to dental, optical or prescription drug plans granted to other full-time township employees shall be also automatically provided to the employees covered by the Agreement effective upon the same date as provided to other employees. Additional enhancements to any coverages or provisions provided under this agreement must be negotiated.

ARTICLE 20

FULLY BARGAINED POSITIONS

This Agreement represents an incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations and supersedes and cancels all prior practices and Agreements whether written or oral unless expressly states to the contrary. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or act covered by this Agreement, and whether or not within the knowledge of contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 21

TERM AND RENEWAL

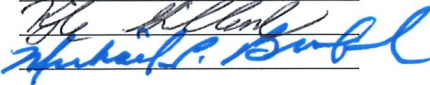
This Agreement shall be in force effect as of January 1, 2022 and shall remain in effect to and including December 31, 2026 without any reopening date. This Agreement shall continue in force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred and fifty days (150) days, nor later than ninety (90) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS OF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

Township of Pequannock



Teamsters Local Union No. 469

TOWNSHIP OF PEQUANNOCK

TEAMSTER LOCAL UNION NO. 469

Attachments:

Appendix A: Salary Guide

Appendix B: License and Education Stipends

Appendix A - Wage Schedule

		2.75%	2.75%	2.75%	2.75%	2.75%
		<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
A	\$	38,064	\$ 39,111	\$ 40,187	\$ 41,293	\$ 42,429
B	\$	41,868	\$ 43,020	\$ 44,204	\$ 45,420	\$ 46,670
1	\$	45,694	\$ 46,951	\$ 48,243	\$ 49,570	\$ 50,934
2	\$	49,498	\$ 50,860	\$ 52,259	\$ 53,697	\$ 55,174
3	\$	53,302	\$ 54,768	\$ 56,275	\$ 57,823	\$ 59,414
4	\$	57,106	\$ 58,677	\$ 60,291	\$ 61,950	\$ 63,654
5	\$	60,911	\$ 62,587	\$ 64,309	\$ 66,078	\$ 67,896
6	\$	64,715	\$ 66,495	\$ 68,324	\$ 70,203	\$ 72,134
7	\$	68,519	\$ 70,404	\$ 72,341	\$ 74,331	\$ 76,376
8	\$	72,345	\$ 74,335	\$ 76,380	\$ 78,481	\$ 80,640
9	\$	76,149	\$ 78,244	\$ 80,396	\$ 82,607	\$ 84,879
FOREMAN/MECHANIC	\$	94,871	\$ 97,480	\$ 100,161	\$ 102,916	\$ 105,747
NEW FOREMAN	\$	83,757	\$ 86,061	\$ 88,428	\$ 90,860	\$ 93,359
MAIT 1998	\$	79,056	\$ 81,231	\$ 83,465	\$ 85,761	\$ 88,120

**Appendix B - Additional
Compensation: Licenses and
Education**

	<u>Obtained</u>	<u>Operator In</u>
		<u>Charge</u>
C-1 \$	150	
C-2 \$	300	\$ 1,500
W-1 \$	250	
W-2 \$	500	
T-1 \$	1,000	
Automotive Certification \$	1,000	
Associates \$	1,000	
Bachelors \$	1,200	
Masters \$	1,500	
Pesticide Applicator \$	500	\$ 2,000
CPWM \$	1,000	
Licensed Tree Expert \$	1,250	
CDL A \$	1,000	
Tanker Endorsement \$	100	
W-2/T-1 \$	-	\$ 14,000

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing the execution of an agreement between Teamsters Local 469 and the Township of Pequannock (January 1, 2022 through December 31, 2026).

Resolution No. R2022-118

WHEREAS, Teamsters Local 469 as the recognized bargaining representative for of the Township of Pequannock Department of Public Works, Department of Parks and Recreation, excluding professional, supervisory, office and clerical employees, engaged in collective bargaining negotiations with the Township of Pequannock; and

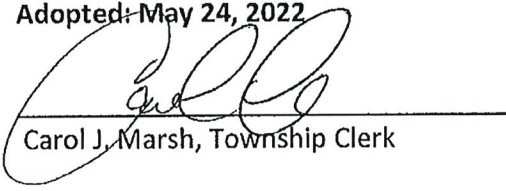
WHEREAS, as a result of these negotiations Teamsters Local 469 and the Township of Pequannock reached a mutual agreement covering the period of January 1, 2022 through December 31, 2026; and

WHEREAS, Teamster Local 469 and the Township of Pequannock memorialized this agreement in a "Contract Between Pequannock Township and Teamsters Local Union No. 469,"

WHEREAS, the Chief Financial Officer has certified that funds are available to make the award; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris and State of New Jersey, that the Township Manager is hereby authorized to execute the "Contract Between Pequannock Township and Teamsters Local Union No. 469 (January 1, 2022 through December 31, 2026)" in the form attached hereto.

Adopted: May 24, 2022


Carol J. Marsh, Township Clerk


Melissa Florance-Lynch, Mayor