

AGREEMENT

Between

**THE TOWNSHIP OF MANSFIELD
WARREN COUNTY, NEW JERSEY**

And

**TEAMSTERS LOCAL UNION 469
3400 ROUTE 35
SUITE 7
HAZLET, NJ 07730**

JANUARY 1, 2022 thru DECEMBER 31, 2025

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Preamble	2
I	Recognition	3
II	Union Rights	4
III	Management Rights	5
IV	Work Hours, Overtime, Hourly Rate and Call-In	7
V	Salaries and Longevity	10
VI	Union Security and Probationary Period	11
VII	Vacations	13
VIII	Holidays	14
IX	Sick Leave, Personal Leave, Bereavement Leave	15
X	Leave of Absence	19
XI	Jury Duty	22
XII	Training	23
XIII	Grievance Procedure	24
XIV	No-Strike Pledge	27
XV	Drug and Alcohol Policy	29
XVI	Personal Appearance	32
XVII	Timeliness	33
XVIII	Township Vehicles and Equipment	34
XIX	Pay Days	36
XX	Discharge and Discipline	37
XXI	Medical Coverage	38
XXII	Dues Check-off	40
XXIII	Background Checks	41
XXIV	Severability and Savings	42
XXV	Fully-Bargained Provisions	43
XXVI	Tern of Agreement	44
XXVII	Acceptance and Signatures	45
	Schedule A - Salaries	46
	Schedule B - Holiday Resolution	47

PREAMBLE

THIS AGREEMENT, entered into this _____ day of January, 2025, by and between the Township of Mansfield, a municipal corporation of the State of New Jersey, (hereinafter referred to as the “Township”) and Local 469, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the “Union”), represents the complete and final understanding on all the bargainable issues between the Township and the Union.

ARTICLE I

Recognition

The Township recognizes the Union as the exclusive collective negotiations agent for the employees, including mechanic of the Public Works Department of the Township, excluding craft employees, Assistant Supervisor-Forman, other supervisors within the meaning of the Act, managerial executives, clerical employees and all other employees of the Township.

ARTICLE II

Union Rights

Employees shall have the right to organize, join and support the Union for the purposes of engaging in collective negotiations or to refrain from doing same. Employees shall not be discouraged, coerced or discriminated against by the Township or the Union with respect to hours, wages or any terms or condition of employment by reason of membership or non—membership in the Union or participation or non-participation in any lawful activities.

ARTICLE III

Management Rights

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

1. The executive, management and administrative control of the Township Government and its properties and facilities and the activities of its employees.
2. To hire all employees, subject to the provisions of the law; to determine their qualifications and conditions for continued employment or assignment; and to promote and transfer employees provided such employees have the qualifications and ability to perform the necessary work.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to the law.

B. The exercise of the foregoing powers, rights, authority, duties or 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 Constitution and the Laws of the State of New Jersey and of the United States and ordinances of the Township of Mansfield.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under any national, state, or local laws or ordinances.

ARTICLE IV

Work Hours, Overtime, Hourly Rate, and Call-In

A. Work Hours

7:00 A.M. to 3:30 P.M. — five days per week, except as set forth below.

6:00 A.M. to 2:30 P.M. — five days beginning on the first Tuesday following Memorial Day through the first Tuesday following Labor Day

B. Overtime

1. Time and one-half (1 ½) of the employee's regular straight time pay shall be paid for all hours worked by an employee in excess of forty (40) hours. The use of personal leave, compensatory time or any other type of leave time shall be counted as time worked for the purposes of this section.
2. There will be a two (2) hour minimum paid on any call out. A call out shall be defined as any request for the employee to come to work outside of the regularly scheduled work week as set for above.
3. Where practicable and except for snow emergency calls, overtime will be distributed as equitably as possible on a rotational basis provided the employee has the ability to perform the work required and responds to call out requests made telephonically. Calls by the Township shall be made to the phone number on file with the Department of Public Works by the employee.

4. Call in work shall be assigned using a rotating call list based upon seniority. There shall be no employees assigned to be “on call” and when the need for a call in arises, the next employee on the list shall be called as needed. If said employee is unavailable, the next employee shall be contacted. In the event the Township experiences repeated incidents where no employees are available for call ins, the union agrees that they will renegotiate this provision to assure that reasonably reliable overtime coverage is provided.
5. Recycling work shall be assigned using a rotating call list based upon seniority.
6. When call in work involves tree work on or near any roadway or any other safety hazard, the Township shall call in two employees to complete the work.
7. Overtime shall be paid to the employee in the week it was earned, subject to the ability of the Township to effectuate this provision.
8. Continuous overtime may be paid to an employee in the event such employee is required to work at least 12 continuous hours prior to or at the conclusion of his or her regularly scheduled shift. Such continuous overtime shall be reserved for the most severe weather events, such as blizzards, hurricanes, or other similar occurrences. Prior authorization for continuous overtime must be obtained in writing by the Township Committee Public Buildings/Public Works Chairperson or Vice Chairperson. Upon authorization being provided by the Township

Committee Public Buildings/Public Works Chairperson or Vice Chairperson, the continuous overtime shall be included on the payroll for said period worked and acted on in the normal course of business at the Township Committee meeting provided the employee(s) did in fact work at least 12 continuous hours prior to or at the conclusion of his or her regularly scheduled shift in addition to working a full shift prior to or at the conclusion of said 12 hour period. The employee shall be paid time and one-half (1 ½) of the employee's regular straight pay during the continuous overtime period.

8. Double time (2) of an employee's regular straight time pay shall be paid for all hours worked by an employee during Holidays, as provided in Schedule B, and during Sundays.

C. Compensatory Time

1. Employees may, at their option and subject to the limitations below, elect to accumulate compensatory time in lieu of overtime pay, with one and one-half (1½) hours of compensatory time granted for each one (1) hour of overtime worked.
2. Effective as of the date of ratification of this Agreement, there shall be a forty (40) cap on the number of hours each employee may accrue in his or her compensatory time bank. (The 40 hour cap represents approximately 26.6 hours of actual overtime hours worked.) For all employees hired after the date of ratification of

this Agreement, there shall be no ability to accrue compensatory time; rather, any “extra” time shall be compensated for through payment of overtime.

3. Employees shall be permitted to utilize accumulated compensatory time within a reasonable period after the date it was earned. Requests to utilize compensatory time shall not be unreasonably denied, so long as the employee’s absence during the hours requested would not unduly disrupt operations or result in additional overtime / compensatory time obligations. (The use of compensatory time may be restricted to certain days or hours of work, so long as said restrictions are reasonable).
4. Accrued compensatory time will be cashed out upon separation from employment for any reason, or upon retirement, at the employee’s current rate of pay. The Township may, in its sole discretion, elect to cash out some or all of an employee’s accumulated compensatory time at any time at the employee’s current rate of pay.
5. Employees must exhaust all time accumulated in a given calendar year no later than May 1st of the following year.

ARTICLE V

Salaries and Longevity

A. **Salary Schedule**

See Schedule A attached hereto.

B. **Longevity**

There shall be no Longevity paid during the term of this Agreement.

ARTICLE VI

Union Security and Probationary Period

A. Union Security

Any permanent employee in the bargaining unit on the effective date of this Agreement, or on the date upon which this Agreement is signed (whichever is later), who does not join the Union within ninety (90) days thereafter, and any future permanent employee who does not join within ninety (90) days of initial employment within the unit shall, as a condition of employment, pay a Representation Fee to the Union.

1. The Representation Fee shall be in an amount equal to eighty-five (85%) per cent of the regular Union membership dues, fees and assessments as certified to the Township by the Union.
2. The Union agrees that it has established a procedure by which a non-member employee in the unit can challenge the Representation Fee as provided in N.J.S.A. 34:13A-5.d. In the event that challenge is filed, the deduction of the Representation Fee shall be held in escrow by the Township pending final resolution of the challenge.

B. Probationary Period

All new employees shall be on probation for three years of employment during which their employment may be terminated without recourse.

C. Temporary Employees

Employees hired for summer, seasonal or special help in the course of the year are not required to become members of the Union because they will be temporarily employed for not longer than ninety (90) days.

ARTICLE VII

Vacations

A. Vacations for all full time employees shall be based upon the date of hire.

Years of Continuous Service

Length of Vacation

First Year

First two months – 0

Third Month – 1

1 day per month thereafter total of 5 days

1 year but less than 6 years

10 days

6 years but less than 15 years

15 days

15 years but less than 21 years

20 days

21 years but less than 25 years

21 days

25 years or more

25 days

B. No vacation days may be accumulated if not used.

ARTICLE VIII

Holidays

All holidays as from time to time may be established for the Township of Mansfield by Resolution, being the same as those authorized in the current municipal personnel manual applicable to all Mansfield Township employees.

If a holiday falls on a Saturday, the employee shall have Friday off. If a holiday falls on a Sunday, the employee shall have Monday off.

ARTICLE IX

Sick Leave, Personal Leave, Bereavement Leave

A. Sick Leave

As used in this section “sick leave” means paid leave that may be granted to each full time employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him/her to perform the duties of his/her position or who is quarantined by a physician because he/she has been exposed to a contagious disease.

Sick leave shall be permitted to be taken to care for a family member as recognized under the New Jersey Earned Sick Leave Act. For sake of clarity, those persons are as follows:

Child (biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner or civil union partner) • Grandchild • Sibling • Spouse • Domestic partner or civil union partner • Parent • Grandparent • Spouse, domestic partner, or civil union partner of an employee’s parent or grandparent • Sibling of an employee’s spouse, domestic partner, or civil union partner • Any other individual related by blood to the employee • Any individual whose close association with the employee is the equivalent of family.

Sick leave must be earned before it is used. Sick leave may be granted to an employee due to serious illness (requiring hospitalization or nursing care) of an employee’s spouse, however, not in excess of five (5) working days.

Any employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit a Doctor's note substantiating the illness prior to returning to duty.

Full-time employees are entitled to twelve (12) sick days per year.

Full-time employees who have worked less than one year shall be entitled to one (1) sick day leave with pay for each month worked.

Sick leave may be accumulated from year to year but may not be used in advance of its accrual.

No employee shall be entitled to use accumulated leave toward retirement.

1. Verification of Sick Leave

- a. An employee who has been absent on sick leave for five (5) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.
- b. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have their sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary. On period six (6) months.

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

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

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

f. Unused sick leave shall not be paid to an employee leaving the Township for any reason, including but not limited to retirement, voluntary leaving or terminated for cause.

2. Injury at Work

No employee shall suffer any loss of sick days or be charged with sick days if injured in a work related accident.

B. Personal Leave

A full-time employee shall be entitled to, but must request in advance, three (3) personal days each calendar year with pay. Personal days, if not used during the calendar year, may not be carried over to the next year.

Personal days may be used for emergencies, personal business, or other personal affairs.

C. Bereavement Leave

When a death occurs in an employee's family which necessitates absence from scheduled work for bereavement or other purposes related to the death, the employee will be compensated up to a maximum of three (3) days.

To be eligible to receive this benefit the employee must be full-time and have successfully completed the probationary period. Eligible employees will be compensated for up to three (3) working days surrounding the death or funeral in the immediate family.

The immediate family is defined as:

Mother	Brother	Mother-In-Law
Step-Mother	Step-Brother	Father-In-Law
Father	Sister	Grandchild
Step-Father	Step-Sister	Grandmother
Husband	Child	Grandfather
Wife	Step-Child	

Eligible employees will be compensated for one (1) working day surrounding the death or funeral of a relative who is not a member of the immediate family as defined below:

Uncle	Nephew
Aunt	Brother-In-Law
Cousin	Sister-In-Law
Niece	

Employees shall notify their immediate supervisor as soon as possible so that the necessary arrangements may be made for staff coverage.

At the discretion of the supervisor, proof of death and relationship to the deceased may be required in order for the employee to receive bereavement pay.

ARTICLE X

Leave of Absence

A. An unpaid leave of absence up to a maximum of ninety (90) days may be granted upon the recommendation of the employee's department head and approval of the Township Committee provided that in the opinion and discretion of the Township Committee such leave will not interfere with the efficient operation of the department.

1. The employee requesting a leave of absence shall submit such a request to his department head, in writing, with reasons for the leave.
2. All such leaves of absence which are granted shall be without pay.
3. Vacation and sick leave, as well as any other benefits provided for in this Agreement, shall not be accrued nor compensated for during the leave of absence.

B. It is understood that no individual on leave of absence will be gainfully employed by any other employer or self-employed. Any violation of this understanding may result in an immediate termination of the leave of absence and discharge of the employee.

C. In unusual circumstances and solely at the discretion of the Township Committee, a leave of absence may be extended for up to a maximum of an additional ninety (90) days.

D. A leave of absence without pay request based upon non-job related medical reasons, where a physician has indicated in writing that the employee cannot work, will require the employee to first exhaust all accumulated sick, personal and vacation time. If the leave without

pay is denied, the employee is expected to report to work and the employee's absence under such circumstances will be considered an unexcused absence, giving the Township cause for disciplinary action up to and including termination of employment.

E. The Township complies with The Family Leave Act and Leaves of Absence. It is at the discretion of the Township that all Family Leaves covered under this provision shall be unpaid. Additionally, the Township will need certification from a licensed health care practitioner stating the reason for the leave pursuant to this act.

F. The Township provides medical leaves of absence without pay to eligible employees who are temporarily unable to work due to a serious health condition or disability. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth, and related medical conditions. Eligible employees may request medical leave only after having completed 356 calendar days of service. Exceptions to the service requirement will be considered to accommodate disabilities.

A health care provider statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the Township. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

Eligible employees are normally granted leave for the period of the disability, up to a maximum of 12 weeks within any 12 month period. Any combination of medical leave and family leave may not exceed this maximum limit. If the initial period of approved absence proves insufficient,

consideration will be given to a request for an extension. Employees will be required to first use any accrued paid leave time (i.e. vacation) before taking unpaid medical leave.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities.

Subject to the terms, conditions, and limitations of the applicable plan, the Township will continue to provide health insurance benefits for the full period of the approved medical leave.

Benefit accruals, such as vacation, sick leave, and holiday benefits, will continue during the approved medical leave period.

ARTICLE XI

Jury Duty

The Township encourages employees to fulfill their civic responsibilities by serving jury duty when required.

A. An employee who is called for jury duty shall be paid for all time spent on jury duty. If during the period of service the employee is excused from court on any day or part thereof the employee shall then report for duty. Any compensation paid to the employee for service while on jury duty shall be turned over to the Township as soon as received to reimburse the Township for time out of work.

B. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence.

C. Vacation, sick leave, holiday and any other benefits will continue to accrue during unpaid jury duty leave.

D. There shall be an understanding by and between the Township and the members of Local 469 that in the event the Township can have the members exempted from serving jury duty, they may do so.

ARTICLE XII

Training

A. In-service training may be made available to all employees covered herein as scheduled by the department head, supervisor or appropriate designee.

B. In-service training is defined as any time allocated by the department head, supervisor or appropriate designee to be used for the purpose of updating and maintaining professional skills, knowledge and performance of the employee.

ARTICLE XIII
Grievance Procedure

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee morale.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the department head and having the grievance adjusted without the intervention of the Union.

B. Definition

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

C. Steps of the Grievance Procedure

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

Step One: The moving party shall present the grievance in writing signed by the aggrieved to the Department Head of the department within five (5) calendar days of the occurrence giving rise to the grievance for the purpose of resolution. In discussing the grievance, the persons involved shall make an earnest effort to resolve the matter. The Department Head shall make whatever additional investigation is necessary and shall, within five (5) calendar days after presentation of the grievance, render a decision.

Step Two: In the event the grievance has not been resolved at Step One, the Local Union may refer the matter to the Committee Person in charge of said Department in writing within ten (10) calendar days.

The Department Head shall make whatever additional investigation is necessary and shall, within ten (10) calendar days after presentation of the grievance, render a decision

Step Three: In the event the grievance has not been resolved at Step One or Step Two, the Local Union may refer the matter to arbitration within ten (10) calendar days. The arbitrator shall be chosen in accordance with the rules of the New Jersey Mediation Board.

- a. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented 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.
- b. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.

- c. The arbitrator shall set forth the findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding subject to the provisions of law.

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

D. A grievance shall be considered settled upon its withdrawal in writing or when the grievant ceases to be an employee by resignation or when the time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall move it to the next step.

ARTICLE XIV

No-Strike Pledge

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

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

C. In the event any violation of the previous paragraph occurs which is unauthorized by the Union (i.e. a "wildcat strike" or any job action identified above), the Township agrees that there shall be no liability on the part of the International or Local Union, or any of their officers or agents provided that the Union promptly orders its members to return to work. Failure of employees to return to work after being so ordered by the Union shall be cause for dismissal.

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

E. 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 the law or in equity for injunction or damages or both in the event of such breach by the Union.

ARTICLE XV

Drug And Alcohol Policy

The Township has a vital interest in providing safe and healthful working conditions for its employees and in maintaining high standards of efficiency. It is committed to maintaining a workplace free from the influence of drugs and alcohol.

The use of illegal drugs and abuse of other controlled substances, on or off duty, is inconsistent with lawful behavior expected of all persons. Employees who use illegal drugs or abuse alcohol, tend to be less productive, less stable, and prone to greater absenteeism. They may pose a risk to the health and safety of themselves and their coworkers. This is true whether or not such use occurs on duty or off duty because many drugs remain in the system for long periods of time after last being used. Accordingly, the Township has adopted the following Drug and Alcohol Policy:

Statement of Purpose

Assistance in Overcoming Alcohol and Drug Problems

Early recognition and treatment for alcohol or drug use are important for successful rehabilitation and for reduced personal, family, workplace and social disruption. The Township encourages the earliest possible diagnosis and treatment for alcohol or drug use. It supports sound treatment efforts and, whenever feasible, will assist employees in overcoming drug or alcohol problems. However, the decision to seek diagnosis and treatment is primarily the

individual employee's responsibility, and the Township, therefore, will take strong action against employees who do not seek treatment under their own initiative.

Employees with personal alcohol and drug abuse problems should request assistance from the Personnel Member of the Township Committee who will provide assistance on a confidential basis and will refer the employee to treatment and counseling services. Employees who voluntarily request assistance may do so without jeopardizing their continued employment, provided their request is timely and provided they strictly adhere to the terms of their treatment and counseling program. This program will provide, at a minimum, for the immediate cessation of any use of alcohol or drugs.

Testing:

Any employee may be required to submit a urine and/or blood sample for testing for drugs in any of the following circumstances:

- When a supervisor or Department Head observes that the conduct reactions, job performance, work habits, physical symptoms, or appearance of the employee are indicative of the use or presence in the system, of drugs.
- When a supervisor or Department Head receives information from a credible source that an employee recently used or was in possession of drugs/alcohol during working hours.
- When an employee is involved in an accident or incident during working hours which caused or contributed to a substantial injury to person or property (or had the potential for

doing so), and where there is evidence that it may have resulted, in whole or in part from his or her use of drugs or alcohol.

- When an employee has drug paraphernalia in his or her possession.

An employee in a safety sensitive position may be required to submit a urine and/or blood sample for testing for drugs and a complete physical at the Townships expense including eye sight, at any time and for any reason and without advanced notification.

The following position(s) has been determined to be “safety sensitive.”

- “Drivers of motor vehicles on Township Business”
- “Operators of mechanical or electrical equipment other than computers, typewriters, copying machines or any other office related equipment”

An appropriate laboratory using highly accurate testing will analyze the sample of urine or blood. The sample will be tested for the presence of drugs and alcohol only, and for no other purpose. Under any of the aforementioned circumstances testing is not required as a condition to the Township’s taking disciplinary action, including discharge, against an employee for violation of the Drug and Alcohol Policy.

ARTICLE XVI

Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the Township of Mansfield presents to customers and visitors.

A. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

B. All employees covered by this Agreement shall be responsible for supplying their own clothing and outwear appropriate to the job requirements.

C. The Township shall provide DPW employees with 5 T-shirts and 1 hooded insulated sweatshirt complying with the current PEOSHA requirements and labeled Mansfield Township DPW on the left front pocket, together with a \$200.00 reimbursement for steel toe or regular work boots per year.

D. The Township will provide each DPW employee with rain gear and rubber boots on an as-needed basis. When the rain gear and / or boots are destroyed or otherwise unfit for use, they shall be returned to the Department head and new rain gear and / or rubber boots will be issued.

E. The Township will grant a reimbursement to each employee of up to \$125 per year upon presentation of proof of purchase of pants for use on the job.

ARTICLE XVII

Timeliness

A. All employees are expected to report for work on time, on a regular basis. Unnecessary absenteeism and lateness is expensive, disruptive, and places an unfair burden on other employees. Unsatisfactory attendance will also result in disciplinary action, including suspension and discharge. It will also have an adverse effect upon any promotional consideration.

B. All absences must be reported directly to the department head no later than 15 minutes after the scheduled start of work. The absent employee, when calling in, shall advise the reason for the absence and when return to work is expected. It is the employee's responsibility to ensure that proper notification is given. Asking another employee, friend or relative to give this notification is not considered proper except under emergency conditions.

ARTICLE XVIII

Township Vehicles and Equipment

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

A. An employee must notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

B. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

C. Use of vehicles owned by the Township shall not be permitted except for official use in the course of the employee's regular duties. No personal use shall be permitted for any purpose including commuting, except by prior authorization of the Township Committee,

D. Employees are responsible for all Mansfield Township property, materials, or written information issued to them or in their possession or control. All Mansfield Township property must be returned by employees on or before the last day of work.

E. Where permitted by applicable laws, the Township may withhold from the employee's check or final pay check the cost of any items that are not returned when required. The Township may also take all action deemed appropriate to recover or protect its property.

ARTICLE XIX

Pay Days

- A. All employees are paid biweekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period as well as all available accrued leave to date.
- B. In the event that a regularly scheduled payday falls on a day off, such as a weekend or holiday, employees will be paid on the first day of work following the regularly scheduled payday.
- C. Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to the Township.
- D. Employee work week shall be Monday through Sunday.

ARTICLE XX

Discharge and Discipline

- A. The Township and/or its representative have the right to discharge, suspend or discipline an employee for just cause.
- B. In the case of suspension or discharge, the Township, through the Township Clerk, will notify the Union in writing within ten (10) working days of such action.
- C. The Union may contest only discipline in excess of three (3) days' suspension through the grievance procedure. The Union shall notify the Township through its Clerk of its intent to contest within ten (10) calendar days of the receipt of the notice of suspension or discharge.

ARTICLE XXI

Medical Coverage

A. All regular full-time employees scheduled to work 35 hours/week may elect to participate in the Township's Health Benefit Plan. Although the Township expects to continue the Health Plan indefinitely, it necessarily reserves the right to amend, modify, or discontinue the Plan itself or one or more of the benefits within the Plan at any time. If any of these events occurs, participants will be notified. Chapter 78 contributions shall be made in accordance with the NJ State Statute or 1.5% of salary, whichever is applicable.

B. The Township provides access to continued medical insurance coverage to eligible employees in compliance with the requirements of the Federal Comprehensive Budget Reconciliation Act (COBRA). The Township will comply with the most recent COBRA requirements. If any employee has any questions concerning their benefits, he/she must see the Chief Financial Officer.

C. The Township may, at its option, self-insure or change any of the foregoing plans or carriers so long as substantially similar benefits are provided.

1. The Township will provide for payment of the deductible portion of an employee's medical insurance coverage for annual physicals. If the insurance coverage does not provide for an annual physical exam, the Township will pay up to \$100.00 as reimbursed expense towards the same,

2. The Township will pay \$100.00 reimbursement on the cost of eye care.

3. The Township will provide health care coverage for any DPW employee upon retirement with 25 years or more of continuous service to the Township of Mansfield (80% by the Township and 20% by the employee). This coverage shall be for the employee only.

ARTICLE XXII

Dues Check off

A. Upon receipt by the Township of written authorization and assignment by a member covered by this Agreement in the form agreed upon between the Township and the Union and consistent with applicable State Law, and which shall call for the deduction from the wages of such member of monies for payment to the Union of membership dues (and initiation fee if a new member) which shall be uniform, the Township thereafter will deduct from the first (1st) pay each month of each member during the full term of this Agreement and any extension or renewal thereof and during the existence of such assignment, periodic Union dues (and initiation fee if a new member or representation fee).

B. The Township will promptly remit monthly any and all amounts so deducted to the Secretary-Treasurer of the Union at its office address, provided the Union shall previously have notified the Township of the amount of dues and initiation fees to be deducted and shall have furnished the Township with signed voluntary written assignment of each member whose dues and/or initiation fees are to be deducted.

C. The Union shall indemnify and save harmless the Township against any and all claims, demands, suits or other forms of liability by reason of action taken by the Township in reliance upon signed authorization cards furnished to the Township by the Union and in compliance with the provisions of this Article.

ARTICLE XXIII

Background Checks

Local 469 has agreed that all members of the bargaining unit may be subjected to annual background checks and annual driving record checks at the Township's expense.

ARTICLE XXIV

Severability and Savings

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

ARTICLE XXV

Fully-Bargained Provisions

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

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XXVI

Term of Agreement

This Agreement shall be effective as of January 1, 2022 and shall terminate on December 31, 2025.

ARTICLE XXVII

ACCEPTANCE AND SIGNATORIES

All the terms and conditions of this Agreement are hereby mutually agreed upon and accepted by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, in the Township of Mansfield, Warren County, New Jersey the day and year set beneath their respective names.

FOR TOWNSHIP OF MANSFIELD:


WENDY BARRAS, CLERK

May 14, 2025


JOSEPH WATTERS, MAYOR

May 14, 2025

FOR TEAMSTERS LOCAL UNION 469:

MICHAEL BRODERICK

May ____, 2025

May ____, 2025

SCHEDULE A

Effective 1/1/22, all employees shall receive a salary increase of 2%

Effective 1/1/23, all employees shall receive a salary increase of 2%

Effective 1/1/24, all employees shall receive a salary increase of 2%

Effective 1/1/25, all employees shall receive a salary increase of 2.0%

All employees hired prior to January 1, 2014 shall be at the top salary for their position, effective January 1, 2014. New hires following January 1, 2014 shall be placed on a three (3) step salary guide, with starting pay at \$40,000 for their first full year of employment, second year pay at \$45,000 for their second full year of employment, and top salary for their position after completion of two full years of employment.

New hires following the date of ratification of this Agreement shall be placed on a ten (10) year step salary guide, with starting pay at \$41,000.00 for the first two (2) full years of employment, with step increases of \$3,500.00 every two (2) years thereafter until the top step is reached (currently \$55,000.00).

Employees covered by this agreement shall be reimbursed for the costs incurred in obtaining a Class B Commercial Driver's License ("CDL B") while employed by the Township, subject to the governing body's approval and subject to the employee remaining in good standing by the Township for a period of three (3) years subsequent to receipt of such license.

SCHEDULE B

Paid Holiday Policy

Full-time employees are entitled to the following paid holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday
- President's Day (National Day)
- Good Friday (Friday before Easter)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Election Day (First Tuesday After First Monday in November)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving
- Christmas Day (December 25)

Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) time the number of hours the employee would otherwise have worked on that day.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), the paid time off benefit will be paid.

Holiday time off for Municipal court employees shall be as determined by the New Jersey Supreme Court for court employees, or the Municipal Judge.

A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

Paid time off for holidays shall not be counted as hours worked for the purposes of determining whether overtime pay is owed.

