



TOWNSHIP OF ABERDEEN

ONE ABERDEEN SQUARE, ABERDEEN, NEW JERSEY 07747

May 10th, 2011

Mr. Michael Romano
Township of Aberdeen Road Dept.
Lenox Road
Cliffwood Beach, New Jersey 07735

Dear Mike:

On behalf of myself and the Township Council, I would, hereby, like to take this opportunity to thank you and the AFSCME members for the time and effort you put forth in putting the mulch down around the September 11th Memorial. It really does enhance the look of the Memorial. NICE JOB.

Once again, thank you

Very truly yours,

Holly Reycraft,
Acting Township Manager

HR/bs

cc: Township Council

AFSMIE

2009 Building service Worker	
1	16.16
2	16.63
3	17.11
4	17.61
5	18.12
6	18.64

2010 (with 2% Jan 2010) Building service Worker	
1	16.48
2	16.96
3	17.45
4	17.96
5	18.48
6	19.01

Building Service Worker	
2011 (with 1% Jan 2011)	
1	16.65
2	17.13
3	17.63
4	18.14
5	18.67
6	19.20
2011 (with 2% Jun 2011)	
1	16.81
2	17.30
3	17.80
4	18.32
5	18.85
6	19.39

MAY 5, 2011

RESOLUTION NO. 2011-64

BE IT RESOLVED by the Township Council of the Township of Aberdeen that the Memorandum of Agreement dated May 2, 2011 between the American Federation of State, County and Municipal Employees Local No. 3435 of the Township of Aberdeen and the Township Manager is hereby affirmed for the period from January 1, 2010 through December 31, 2011.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized to execute a formal contract embodying those terms as set forth in the May 2, 2011 Memorandum of Agreement.

ROLL CALL VOTE:

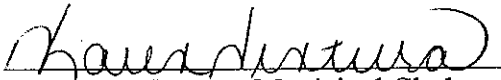
Ayes: Councilmember Cannon, Drapkin, Lauro, Montone, Deputy Mayor Vinci and Mayor Tagliarini

Nays: None

Abstain: None

Absent: Councilwoman Gumbs

I hereby certify the foregoing to be a true copy
of a resolution adopted by the Township
Council of the Township of Aberdeen
at a regular meeting held on May 3, 2011


Karen Ventura, Municipal Clerk

MEMORANDUM OF AGREEMENT
Between
Township of Aberdeen
and
Local No. 3435 affiliated with the
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

The Township of Aberdeen, hereinafter referred to as the Township and the Local No. 3435 affiliated with the American Federation of State, County and Municipal Employees, herein after referred to as the Union herewith enter into this Memorandum of Agreement this 2nd day of May, 2011.

WHEREAS, the Union, pursuant to a collective negotiations agreement, represents all employees in the Road, Water, Parks and Recreational, and Building and Grounds departments employed by the township of Aberdeen as articulated in Article One of the agreement; and,

WHEREAS, the Collective Bargaining Agreement between the Township and the Union has expired; and,

WHEREAS, the parties are desirous of entering into a new collective bargaining agreement modifying or otherwise extending the agreement between the parties; and,

WHEREAS, the parties have come to an agreement as to how such contract would be modified.

Now, therefore, it is agreed as follows:

1. The current Collective Bargaining Agreement between the Association and the Township of Aberdeen shall be modified and amended as follows:

A. The term of the agreement shall be revised across the board, as follows:


Effective January 1, 2010 -----2.00%
Effective July 1, 2011-----2.00%

B. All other terms of the prior contract shall remain in full force and effect except as modified here in.

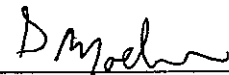
IN WITNESS THEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year above written.



Township of Aberdeen







LOCAL 3435

TOWNSHIP OF ABERDEEN

JANUARY 1, 2007 - DECEMBER 31, 2010

TABLE OF CONTENTS

	PAGE
ARTICLE 1 - RECOGNITION _____	4
ARTICLE 2 - UNION SECURITY _____	5
ARTICLE 3 - CHECK-OFF OF UNION DUES _____	5
ARTICLE 4 - PROBATIONARY PERIOD _____	7
ARTICLE 5 - HOURS OF WORK AND OVERTIME _____	8
ARTICLE 6 - SENIORITY _____	9
ARTICLE 7 - FORCE REDUCTION _____	10
ARTICLE 8 - JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS _____	10
ARTICLE 9 - NON-DISCRIMINATION _____	10
ARTICLE 10 - HOLIDAYS _____	10
ARTICLE 11 - VACATION _____	11
ARTICLE 12 - LEAVE OF ABSENCE _____	13
ARTICLE 13 - PAID SICK LEAVE _____	13
ARTICLE 14 - BEREAVEMENT PAY _____	14
ARTICLE 15 - JURY DUTY _____	14
ARTICLE 16 - VETERANS RIGHTS AND BENEFITS _____	14
ARTICLE 17 - DISCHARGE _____	15
ARTICLE 18 - GRIEVANCE ADJUSTMENT PROCEDURE _____	15
ARTICLE 19 - SAFETY AND HEALTH _____	17
ARTICLE 20 - MISCELLANEOUS PROVISIONS _____	18
ARTICLE 21 - COFFEE BREAK _____	18
ARTICLE 22 - UNIFORMS _____	19
ARTICLE 23 - SUPPER PROVISION _____	20
ARTICLE 24 - PRESCRIPTION PLAN _____	21
ARTICLE 25 - HEALTH, PENSION AND WELFARE BENEFITS _____	21
ARTICLE 26 - WAGES _____	21
ARTICLE 27 - DENTAL _____	22
ARTICLE 28 - LONGEVITY _____	22
ARTICLE 29 - STRIKES AND LOCKOUTS _____	23

ARTICLE 30 - MANAGEMENT RIGHTS _____	23
ARTICLE 31 - EMPLOYEE TRAINING _____	24
ARTICLE 32 - EMPLOYEE PERFORMANCE _____	25
ARTICLE 33 - UNION RIGHTS _____	25
ARTICLE 34 - FULLY BARGAINED PROVISIONS _____	26
ARTICLE 35 - TERM AND RENEWAL _____	27
APPENDIX A _____	28
EXHIBIT ONE _____	29

THIS AGREEMENT made and entered into as of the day of 2007 between ABERDEEN TOWNSHIP, a Municipal Corporation, hereinafter referred to as the "TOWNSHIP", and LOCAL NO. 3435 affiliated with the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, a Labor Organization, located at Nottingham Village Square, 2653A Whitehorse-Hamilton Square Road, Trenton, New Jersey 08690, hereinafter referred to as the "UNION".

WITNESSETH:

WHEREAS, the Union has presented proof that it represents the Aberdeen Township Road Department and Building and Grounds employees, excluding Supervisory Office and Clerical employees: and

WHEREAS, the Aberdeen Township Road Department and Building and Grounds employees by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all the Aberdeen Township Department of Public Works and Buildings and Grounds employees, excluding Supervisory Office and Clerical employees of Aberdeen Township, New Jersey:

NOW, THEREFORE, it is mutually agreed between the parties hereto, that, except where otherwise provided, the following agreement shall be come effective January 1, 2007:

ARTICLE 1 - RECOGNITION

SECTION 1 - The Aberdeen Township Road, Water, Parks and Recreation Department and Building and Grounds employees hereby recognize the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed by the Aberdeen Township Road, Water, Parks and Recreational Department and Building and Grounds employees, excluding Supervisory Office and Clerical employees of Aberdeen Township, New Jersey, in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

SECTION 2 - The bargaining unit shall consist of all Aberdeen Township Road, Water, Parks and Recreation Department and Building and Grounds employees, excluding Supervisory Office and Clerical employees of Aberdeen Township, New Jersey.

SECTION 3 - The titles included in the bargaining unit are Road Repairer, Equipment Operator, Mechanic, Building Service Worker, Water Repairer, Sewer Repairer, Parks Maintenance Worker, and Senior Parks Maintenance Worker.

SECTION 4 - Wherever used herein the term "employees" shall mean and be construed only as referring to the Aberdeen Township Road, Water, Parks and Recreation Department and Building and Grounds employees covered by this Agreement.

ARTICLE 2 - UNION SECURITY

SECTION 1 - The Township agrees it will give effect to the following form of Union Security:

A. All present employees who are members of the Local Union on the effective date of this Agreement may remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union will pay a Representation Fee as set forth hereafter.

B. It is agreed that at time of hire, newly hired employees who fall within the bargaining unit, will be informed that they have the opportunity to join the Union thirty (30) days thereafter or pay to the Local Union a Representation Fee if they chose not to join.

ARTICLE 3 - CHECK-OFF UNION FEES

SECTION 1 - UNION DUES - A. The Township hereby agrees to deduct from the wages of employees, by means of a check-off, the dues uniformly required by the Labor Organization pursuant to the provisions of N.J.S.A. 52:14-15.9e. The Township, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2nd salary paid to each employee during the month and such deduction made the 1st month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

B. In making the deductions and transmittals as above specified, the Township shall reply upon the most recent communication from the Union as to the amount of monthly dues.

Said monies, together with a list of names and amounts of dues so deducted, shall be transmitted to the Council 73 office by the 15th of the following month in which deductions were made.

SECTION 2 - REPRESENTATION FEE - A. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Union as majority representative.

B. Prior to the beginning of each membership year, the Union will notify the Township, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

C. 1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Township a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

2. The Township will deduct the Representation Fee in installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the first pay check paid:

a. Ten (10) days after receipt of the aforesaid list by the Township; or

b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position, and continued in the employ of the Township in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. If an employee who is required to pay a Representation Fee terminates his or her employment with the Township before the

Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question. The Township, however, will assume no liability for administrative oversight or errors or insufficient paycheck funds.

4. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. The Union will notify the Township, in writing, of any changes in the list provided for in paragraph 1, above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than ten (10) days after the Township received said notice.

a. The Union shall indemnify, defend and hold 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 the salary deduction authorization forms submitted by the Union to the Township.

6. On or about the last day of each month beginning with the month this Agreement became effective, the Township will submit to the Union, a list of all employees who begin their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The Township further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

7. AFSCME Local 3435 shall establish and maintain at all times a demand and return system as provided by the N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in AFSCME Local 3435 shall be available to all employees in the unit on an equal basis at all times. In the event AFSCME Local 3435 fails to maintain such a system or if membership is not so available, the Township shall immediately cease making said deductions.

ARTICLE 4 - PROBATIONARY PERIOD

SECTION 1 - The probationary period shall conform to N.J.S.A. 11:22-6, a period of three (3) months, which may not be extended.

SECTION 2 - During the aforementioned probationary period, the Township may discharge such employee for any reason whatsoever. An employee discharged 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 5 - HOUR OF WORK AND OVERTIME

SECTION 1

A. - The normal workweek shall be from Monday to Friday, both inclusive, and shall be comprised of five (5) days of eight (8) hours each.

B. For employees hired on or after January 1, 1994, the normal work week shall be any five days of eight hours each. If the Township administration chooses to work employees covered under this section for days other than a Monday thru Friday work week prior to such change taking effect the effected employees have to be given a five calendar days notice of the change in writing. If an employee covered by this section works a sixth day, the first eight hours shall be paid at time and a half. All other hours for that day shall be at double time. The seventh day shall also be paid double time.

SECTION 2 - Any work performed beyond eight (8) hours in any one day of the normal work week shall be considered overtime and compensated for at one and one-half (1-1/2) times the regular hourly rate of pay.

SECTION 3 - Employees shall be paid at the rate of time and one-half (1-1/2) for work performed for the first eight (8) hours on Saturday and double time (2X) for all hours in excess of eight (8) hours.

SECTION 4 - Employees shall be paid at the rate of double time (2X) for work performed on Sunday.

SECTION 5 - 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 for that day.

SECTION 6 - The Township shall notify employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, except for emergencies, snow removal and ice control.

SECTION 7 - Overtime shall be distributed as equally as practical among the employees within the department qualified and capable of performing the work available. Overtime work offered but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime. The rotational overtime list with overtime worked or offered shall be posted.

SECTION 8 - The working shift shall be 7:00 a.m. to 3:30 p.m. One-half (1/2) hour will be afforded each employee for lunch.

SECTION 9 - In the event an employee is called back to work after the conclusion of his normal work shift, the employees will be entitled to a minimum of four (4) hours pay at the overtime rate that is applicable.

ARTICLE 6 - SENIORITY

SECTION 1 - The Township shall establish and maintain a seniority list of employees' names and dates of employment from the date of last hire in a system-wide basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The names of all employees with the shorter length of continuous service shall follow the same senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Township.

SECTION 2 - New employees retained beyond the probationary period shall be considered permanent employees and their length of service with the Township 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 as required.

SECTION 3 - The above shall conform to Civil Service procedures.

ARTICLE 7 - FORCE REDUCTION

SECTION 1 - The Township agrees that it will not engage any new employees unless all of the employees presently employed are working the scheduled hours noted in this Agreement.

SECTION 2 - In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Township. The employee with the least seniority shall be laid off first and in re-hiring, the same principle shall apply, namely, the last employee laid off shall be the first to be re-hired.

SECTION 3 - The shop steward and the employees involved in such layoff shall receive seventy-two (72) hours notice prior to any layoff.

SECTION 4 - The above shall conform to Civil Service procedures.

ARTICLE 8 - JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS

SECTION 1 - Job vacancies, new jobs created or promotions shall conform to Civil Service procedures.

ARTICLE 9 - NON-DISCRIMINATION

It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality or sex. No employee shall be discriminated against or interfered with because of Union activities.

ARTICLE 10 - HOLIDAYS

SECTION 1 - The Township agrees to guarantee to all of the employees within the bargaining unit the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on such days:

1/2 Day before New Year's Day	Labor Day
New Year's Day	Veteran's Day
Thanksgiving Day	Friday after Thanksgiving

Martin Luther King Day	Independence Day
Lincoln's Birthday	1/2 Day before Christmas Day
Good Friday	Christmas Day
Memorial Day	One (1) Floating Holiday

1st Tuesday after the 1st Monday in November when there are National and State elections.

Three (3) Personal Days per year with 48 hours notice given before taking such a day.

One (1) Personal Day per year, one of which shall be for sickness in the immediate family, not to be accumulated from year to year.

SECTION 2 - The dates for holidays shall be in accordance with a schedule established or approved by the Township manager. Floating holidays may be scheduled on any work day during the year by employees, provided the department head is given notice at least forty-eight (48) hours in advance of the selected day.

SECTION 3 - Employees who work on any of the above holidays shall be paid for such work at two and one-half (2-1/2) times the employee's regular rate, which shall include the holiday pay.

SECTION 4 - If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Township manager.

SECTION 5 - If a holiday falls within the vacation period of an employee, the employee shall receive pay for it or an additional day of vacation.

ARTICLE 11 - VACATIONS

SECTION 1 - The Township agrees to grant to all employees within the bargaining unit vacations in accordance with the following schedule:

A. Employees with less than one year of service shall receive one (1) paid vacation day for each month of service, provided probationary period has been completed. There will be no vacation accrued for any employee dismissed during the probationary period.

B. Employees with one year or more of service shall receive twelve (12) days paid vacation for each year plus one (1) day per year after the first year to a maximum of fifteen (15) days.

C. Employees with thirteen (13) years of service shall receive seventeen(17) days paid vacation each year.

D. Employees with fifteen (15) years of service shall receive twenty (20) days paid vacation each year.

E. Employees with twenty (20) years of service shall receive twenty-one(21) days paid vacation each year.

F. Employees with twenty-five (25) years shall receive twenty-two(22)days paid vacation each year.

SECTION 2 - The Township agrees that in the event an employee voluntarily leaves the employ of the Township before the vacation period, he shall be compensated for any accrued vacation time that may be due to him in accordance with the above schedule.

SECTION 3 - The vacation schedule shall be drafted by the Township on or before April 1st of each year and posted on the Bulletin Board. In preparing the vacation schedule, the Township shall endeavor to assign vacations on the basis of system-wide seniority of its employees. It is specifically agreed, however, that the assignment of all vacations shall be determined by the Township with due regard to its efficient operation.

SECTION 4 - Vacations shall be taken during the regular vacation period between April 1st and December 31st inclusive. Employees may request that their vacation may be taken at a period other than the time set forth herein and the Township will give fair consideration to such request. An employee must request a vacation seven (7) days in advance and such vacation shall not be unreasonably denied.

SECTION 5 - Vacation time may not be accumulated for a period past the vacation year without the written consent of the Township manager. An unused vacation may be carried forward into the next succeeding year only.

SECTION 6 - Employees may take up to two (2) vacation days per year in single days, with five (5) days' advance notice and approval by the Township.

ARTICLE 12 - LEAVE OF ABSENCE

SECTION 1 - Upon making timely application, employees may apply to the Township for a leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. The reason for such request shall be made known to the Township, and the Township will give reasonable consideration to such application. A leave of absence in order to be valid must be obtained in writing and conform to Civil Service regulations.

ARTICLE 13 - PAID SICK LEAVE

SECTION 1 - Fifteen (15) days paid sick leave each year shall be granted to all employees and the same be cumulative from year to year and shall be applied as per present practice.

SECTION 2 - Any unused sick days shall be forfeited by the employee upon termination of his employment, regardless of reason, except retirement, in such case, the Township of Aberdeen will pay employees one-half of their accumulative sick pay up to a maximum of \$11,000 upon death or retirement.

SECTION 3 - An employee may accrue four (4) additional personal days with pay during the next calendar year, if that employee does not use more than six (6) paid sick days during a calendar year. These days are earned as follows:

- a. An employee may accrue one (1) additional personal day with pay during the next contract year, should that employee use no sick days from January through March.
- b. An employee may accrue one (1) additional personal day with pay during the next contract year, should that employee use no sick days from April through June.
- c. An employee may accrue one (1) additional personal day with pay during the next contract year, should that employee use no sick days from July through September.
- d. An employee may accrue one (1) additional personal day with pay during the next contract year, should that employee use no sick days from October through December.

ARTICLE 14 - BEREAVEMENT

SECTION 1 - a. Employees shall be granted up to five (5) days off with pay at the employee's straight time rate when death occurs in the employee's immediate family. Immediate family shall be defined as father, mother, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or other relative living under the same roof.

b. Employees shall be granted up to three (3) days off with pay at the employee's straight time rate upon the death of their maternal or paternal grandparents.

SECTION 2 - Employees shall be granted one (1) day off with pay to attend the funeral of any other relative.

ARTICLE 15 - JURY DUTY

An employee who is called for jury duty shall be paid the difference between the daily fee allowed by the Court and eight (8) hours straight time pay for scheduled working time lost.

ARTICLE 16 - VETERANS RIGHTS AND BENEFITS

SECTION 1 - The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his former position or to a position of equal status at the salary rate previously received by him at the time of his induction into military service, together with all salary increases granted by the Township to said employee's previous position during the period of such military service.

SECTION 2 - Reinstatement of veterans shall be upon application made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

SECTION 3 - The Township agrees to allow the necessary time for any employee in the Reserves to perform his duties when called without impairment of his seniority rights.

SECTION 4 - The Township agrees to pay an employee for all reasonable time involved in reporting for a physical examination for Military Service.

SECTION 5 - Upon the return of an employee from Military Service, the employee shall displace the last employee hired.

ARTICLE 17 - DISCHARGE

SECTION 1 - There shall be no discipline or discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period. The Union shall be notified of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge. The above shall conform to Civil Service Procedures.

ARTICLE 18 - GRIEVANCE ADJUSTMENT PROCEDURE - EMPLOYEE

SECTION 1-PURPOSE

A. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement as to an Employee.

B. Nothing herein contained shall be construed as limiting the right of an Employee having a grievance to discuss the matter informally with any supervisor of the departments and having the grievance adjusted without formal proceedings.

3. Pending the grievance and the final disposition, the Employee shall continue to work in a regular and orderly manner without interruption.

SECTION 2-DEFINITION - The term "grievance" as used herein means a complaint by an individual employee, group of employees or the Union concerning the interpretation, application or violation of policies, agreements or administrative decisions affecting them.

Only grievances alleging a misinterpretation, misapplication or alleged violation of the expressed terms of this Agreement may be processed beyond STEP 2 of this procedure.

SECTION 3-EMPLOYEE GREIVANCE

A. GRIEVANCE SPECIFICITY - A written grievance must include the following: (a) identify the grievant by name; (b) set forth with reasonable particularity and clarity the specific action or failure to act alleged; (c) the time and place of occurrence of said act; (d) the Township's representative whose action or failure to act forms the basis of the grievance, explaining the precise questions of interpretation or application of alleged violation of such provisions which underline the grievance and (f) must set forth with particularity the remedy sought.

B. EMPLOYEE GRIEVANCE STEPS

1. STEP ONE - DEPARTMENT HEAD

a. An aggrieved Employee, with the Union president or his designee, shall submit in writing within thirty (30) calendar days after the aggrieved Employee knows or should have known of events giving rise to the grievance to the department head. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.

b. The department head shall render a written decision within ten (10) working days from the receipt of the grievance.

2. STEP TWO - TOWNSHIP MANAGER

a. In the event a satisfactory settlement has not been reached at STEP ONE or the department head fails to respond within the period prescribed, such employee may file a signed, written grievance with the Township Manager within seven (7) working days following the written decision of the department head or within seven (7) working days of its due date.

b. The Township Manager shall hold a conference with the grievant and his Union representative within five (5) calendar days of the receipt of the request under 2.a.

c. The Township Manager shall review the grievance and render a written decision within ten (10) working days after the conference with the grievant.

3. STEP THREE - ARBITRATION

a. In the event the grievance has not been resolved at STEP TWO, or the Township Manager fails to respond within the time period prescribed, the Union may elect to file within twenty (20)

working days either for binding arbitration of the dispute or where the grievance involves a disciplinary action subject to the jurisdiction of the Department of Personnel of the State of New Jersey's Appeals Procedure, the procedure must be utilized in lieu of the arbitration procedure. Failure to file a demand for arbitration within the prescribed time limits will constitute and abandonment of the grievance.

b. It is agreed by the parties that no more than one (1) grievance shall be arbitrated before the same arbitrator at one time.

c. The arbitrator shall be chosen in accordance with the rules and regulations of the Public Employment Relations Commission (PERC). The arbitrator shall be bound by the provisions of this Agreement and shall be restricted to the application of the facts presented to him. He or she shall not have the authority to add to, modify, detract from or alter in any way the provisions of the Agreement or any amendments or supplements hereto.

d. In the event that a settlement of a grievance is agreed to by the parties, the costs of arbitration that are incurred to that point shall be borne equally by the parties. If the arbitration proceeds to its conclusion, the arbitrator's cost or fees shall be borne equally between the parties. Any other expenses incurred including, but not limited to, presentation or witnesses, shall be paid by the party incurring it.

e. The arbitrator shall set forth his finding of the facts and reasons for making the award within thirty (30) calendar days after the conclusion of the arbitration hearing unless agreed to otherwise by the parties.

D. TOWNSHIP GRIEVANCE - Grievance initiated by the Township shall be filed in writing directly with the Union within the same period set forth above in STEP ONE. A meeting between the Township Manager and the Union representative shall be held within five (5) working days of the receipt of said filing and if a settlement cannot be reached, the procedure set forth in STEP THREE shall be applied.

ARTICLE 19 - SAFETY AND HEALTH

SECTION 1 - The Union pledges to encourage all members to use safety equipment and observe safety rules. The Township shall, at

all times, endeavor to maintain safe and healthy working conditions and provide employees with tools or devices to promote the safety and health of said employees.

SECTION 2 - A Township representative and designated Union member shall meet periodically to discuss safety rules and health conditions and recommend to the Township all the necessary provisions to ensure the safe use and operation of all tools, equipment and work sites.

SECTION 3 - It shall be the responsibility of all employees of Department of Public Works covered herein to ensure that all locker rooms, washrooms and dressing room facilities are maintained in a clean and healthy condition.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

SECTION 1 - No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

SECTION 2 - The Township shall provide reasonable Bulletin Board space for the posting of Union notices to its members.

SECTION 3 - Employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the aforesaid bargaining unit.

SECTION 4 - No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

SECTION 5 - This Agreement shall not prevent the employees of the Aberdeen Township Road, Water, Parks and Recreation Department and Building and Grounds employees from receiving any fringe benefits awarded the employees of Aberdeen Township by action of the Aberdeen Township Council during the term of this Agreement.

ARTICLE 21 - COFFEE BREAK

SECTION 1 - Employees shall be granted a fifteen (15) minute coffee break in the morning and a fifteen (15) minute coffee break in the afternoon without loss of pay.

ARTICLE 22 - UNIFORMS

SECTION 1 - Following satisfactory completion of the probationary period, a newly hired employee shall be provided with the following initial uniform outlay at the Township's expense:

A. Summer uniform:
4 pairs of pants
4 short-sleeved shirts
2 lightweight jackets

B. Winter uniforms:
4 pairs of pants
4 long sleeved shirts
1 heavy coat

C. Three (3) pairs of safety working shoes at no cost to employees. The maximum amount to be paid by the Township for safety working shoes will be \$200.

D. The Township will supply and maintain protective clothing needed for the job, such as hard hats, raingear, boots, work gloves, safety glasses, etc. Upon termination of employment, the employee shall return these items to the Director of Public Works.

SECTION 2 - Employees shall be required to wear the uniforms during working hours and shall make every reasonable effort to maintain uniforms in good condition. All uniforms shall be inspected by the Director of Public Works from time to time to ensure proper condition, cleanliness and uniformity. Each employee shall replace unsatisfactory clothing when required by the Director.

SECTION 3 - During each year of the contract, the Township agrees to:

A. Replace:
3 winter or summer shirts
3 winter or summer pants
3 pairs of safety shoes for each employee each year of the contract.

B. Subject to the approval of the Director of Public Works, Township agrees to replace:
1 worn winter or summer jacket
1 pair of mechanic's coveralls each year.

C. This clause shall not apply during the first full calendar year of employment for employees hired after July 1st of the preceding year.

SECTION 4 - All employees shall receive a clothing maintenance allowance each year of the contract to cover the cost of cleaning and alterations to uniforms, including replacement. An allowance of \$500 shall be paid on or before April 15th of each year of the contract to the employee.

Newly hired employees shall receive ten dollars (\$10.00) per month maintenance allowance until the end of the first calendar year. Upon resignation or termination, the employee shall return to the Township the pro-rated unused maintenance allowance.

SECTION 5 - The Township reserves the right to designate the supplier, type and color of uniform.

ARTICLE 23 - SUPPER PROVISION

SECTION 1 - All employees covered by the terms of this contract shall be entitled to a meal paid for by the Township when they are working ten (10) consecutive hours. If there is an additional five to six hours worked, there shall be another break for a meal on a split basis (half of the crew). After each six ensuing hours, a meal period will be provided.

SECTION 2 - Employees shall eat said meals at a restaurant or restaurants designated by the Township manager.

SECTION 3 - The maximum monies allowed for such meal are as follows:

Breakfast and/or lunch	-	\$11.00
Dinner (between 5-11 p.m.)	-	\$13.00

SECTION 4 - Each employee shall sign a voucher for said meal or meals each time they eat, attaching a copy of bill or check to the voucher as proof that the meal was consumed by said employee.

ARTICLE 24 - PRESCRIPTION PLAN

All employees and their eligible dependents, covered by this Agreement, shall be entitled to participate in the Township's Prescription Plan as set forth within in the Township Plan Document in effect at the initiation of this Agreement. All employee contributions and co-payments are hereby set forth within the Plan Document in effect at the initiation of this Agreement. Any proposed changes in the aforementioned plans shall be discussed with the Union prior to being implemented by the City.

ARTICLE 25 - HEALTH, PENSION AND WELFARE BENEFITS

SECTION 1 - All employees and their eligible dependents, covered by this Agreement, shall be entitled to participate in the Township's Health Plan as set forth within the Township's Plan Document. All employee contributions and co-payments are hereby set forth within the Plan Document in effect at the initiation of this Agreement. Any proposed changes in the aforementioned plans shall be discussed with the Union prior to being implemented by the City.

SECTION 2 - The Township shall continue the present program of payment of premiums for Life Insurance for Retirees.

SECTION 3 - The Township shall continue the program of payment of premiums for disability income insurance presently in effect for the term of January 1, 2007 through December 31, 2010

SECTION 4 - As per Township Resolution 83-132, the Township shall continue to provide the health benefits program for all employees who retired after twenty-five (25) years of service to the Township. The terms, conditions and benefits of said program, including partial payment of premiums, shall be applicable to retirees on the same basis as heretofore set forth for active employees.

The Township shall make available a chapter 125 medical services plan. All employees under this agreement are required to contribute. The Township, on a quarterly basis, shall reimburse the cost of same.

ARTICLE 26 - DENTAL

All employees and their eligible dependents, covered by this Agreement, shall be entitled to participate in the Township's Dental Plan as set forth within the Township's Plan Document. All employee contributions and co-payments are hereby set forth within the Plan Document in effect at the initiation of this Agreement. Any proposed changes in the aforementioned plans shall be discussed with the Union prior to being implemented by the City.

ARTICLE 27- WAGES

SECTION 1 - The salary guide for all classifications shall be effective January 1, 2007 and is attached hereto as Exhibit 1.

SECTION 2 - The present practice of granting wage increases to reach the maximum rate shall continue.

SECTION 3 - CLASSIFICATION OF RATES - Any employee who is directed by the Director of Public Works to perform work at a higher classification other than his certified permanent Civil Service position, shall be paid at the classification rate that exists in this contract, provided however, that said employee shall be required to work a minimum of two hours on each workday to be eligible for payment. The Director shall keep proper records for payroll purposes and shall certify same to the management and treasurer for each pay period. Employees using the vector will be given \$.40 more per hour. Employees doing masonry and carpentry work shall receive \$.50 more per hour while doing that work.

The rate for employee working out of classification is \$.50 an hour, except as set forth above.

Section 4 - An employee who is promoted or moved to a higher job title shall be placed on the next highest range on the salary guide in the new title that provides a minimum of an increase in their hourly rate of \$.50.

ARTICLE 27 - LONGEVITY

A. The longevity payments shall be made according to the following schedule:

5 years of continuous service	\$ 850.00
10 years of continuous service	950.00

15 years of continuous service	1,050.00
20 years of continuous service	1,150.00
25 years of continuous service	1,250.00
30 or more years of continuous service	1,350.00

B. Employees shall be entitled to the longevity payments, pursuant to the above schedule, on December 15th of each year, provided that the employee has completed at least their fifth continuous year of regular full-time employment with the Township by December 15th. If an employee's fifth continuous year of regular full-time employment is reached prior to December 15th of the same calendar year, the employee shall be entitled to an additional payment of December 15th on a pro-rata basis to reflect the additional days the employee has been employed beyond the fifth anniversary date. Subsequent to the payment, the employee's anniversary date for the purpose of this Article, only, shall be December 15. FOR EXAMPLE: An employee's fifth year anniversary date is October 15, the employee shall be entitled to an additional two (2) months (60 days) of longevity payments or a total of 14 months of longevity payments. In each subsequent year, the employee shall receive the lump sum amount indicated for their corresponding years of service on December 15.

ARTICLE 28 - STRIKES AND LOCKOUTS

SECTION 1 - It is agreed that the Union and employees shall not call or engage in a strike (or threats thereof) and that the Township shall not institute a lockout, for any cause whatsoever, during the term of this Agreement; nor shall the Union or any of the employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal Township operations. Employees, however, shall not be required to cross any primary picket line.

SECTION 2 - The Union shall not be liable for any strike, cessation of work, slowdown, work stoppage, or interference of any kind with normal Township operations unless the Union has authorized such strike, cessation of work, slowdown, work stoppages or interference of any kind with Township operations or participated in same.

ARTICLE 29 - MANAGEMENT RIGHTS

SECTION 1 - The Township of Aberdeen 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 of 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 and facilities and the activities of its employees.

B. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer employees.

C. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

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 herewith shall be limited only by the specific and express term of this 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.

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, R.S. 11 or any other National, State, County or Local Laws or Ordinances.

ARTICLE 30 - EMPLOYEE TRAINING

SECTION 1 - The Township and AFSCME Local 3435 agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increase levels of competence.

SECTION 2 - AFSCME Local 3435 agrees that it will encourage employees to maintain acceptable and increased levels of competence by:

A. Keeping abreast of changes occurring in their occupation as provided to the AFSCME Local 3435 by the Township.

B. Participating in development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training, which shall be during a regular tour of duty or if otherwise, compensated for at appropriate rate of pay.

C. Utilizing and sharing with fellow employees new skills acquired through training.

SECTION 3 - The Township Manager and the Director of Public Works will plan and provide for training and development of employees to meet acceptable and increasing levels of competence.

SECTION 4 - The Township Manager, Director of Public Works and AFSCME 3435 agree to meet, upon written notice of either party, to consider training and development programs for employees covered by the Agreement. Such programs, as required by management, shall include full reimbursement by the Township for approved courses that are completed by employee as part of employee training program.

ARTICLE 31 - EMPLOYEE PERFORMANCE

SECTION 1 - AFSCME Local 3435 agrees to support and cooperate with the Township of Aberdeen in improving employee performance. In furtherance thereof, AFSCME Local 3435 shall encourage all employees to:

- A. Be in attendance and punctual for scheduled work hours;
- B. Give such effort to their work as is consistent with the requirements thereof;
- C. Avoid waste in the utilization of materials;
- D. Maintain and improve levels of performance;
- E. Cooperate in the installation of methods and technological and suggest other improvements where possible;
- F. Assist where possible, in building good will between the Township of Aberdeen and AFSCME Local 3435 and the public at large.

SECTION 2 - AFSCME Local 3435 recognizes that it is the responsibility of the Township Manager and the Director of Public Works to determine levels of performance for employees, and to establish standards and methods to provide services to the public in the most efficient manner possible. AFSCME Local 3435 pledges its cooperation in the attainment of such standards and methods.

ARTICLE 32 - UNION RIGHTS

SECTION 1 - The Union president, or his designee, shall be permitted to conduct Union business during the workday, only upon the advanced approval of the employee's immediate supervisor. Union business shall be limited to the administration of the Collective Bargaining Agreement through the processing and attendance of the internal grievance procedure and attendance at negotiation sessions for a successor Collective Bargaining Agreement should these sessions be conducted during the workday.

SECTION 2 - An individual grievant shall be permitted to attend the grievance hearing along with one representative of the Union. For any Union filed-grievance (which shall be defined as a grievance on behalf of two or more members of the Union), attendance shall be limited to a total of two representatives of the Union along with the Union president (not including representatives of Council 73's staff).

SECTION 3 - The Township shall permit authorized Union representatives, who are not employees of the Township, to discuss Union business with their membership on the Township premises, so long as these discussions are not conducted during workday (workday is defined as being actual working hours) and adequate advance notice and approval is given by the Township manager as to time and location of the meetings.

ARTICLE 33 - FULLY BARGAINED PROVISIONS

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

ARTICLE 34 - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2007 and shall remain in effect to and including December 31, 2010, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in

writing, no sooner than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

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

This Agreement is entered into this day of

TOWNSHIP OF ABERDEEN

AFSCME LOCAL 3435

/s/



/s/ Michael D Romanot

/s/ Anthony P. Alvarado

/s/ Donald J McNeil

Attest:

Karen Juntura

APPENDIX A

ABERDEEN TOWNSHIP - BUILDING AND GROUNDS DEPARTMENT

1. The regular work day shall consist of eight and one-half hours including one-half hour non-paid lunch period. Management shall have the right to schedule the start of the day shift at 7:00 a.m. or 8:00 a.m. or 9:00 a.m. It shall be the management's decision as to whether or not there will be a night shift and when it shall start.

2. Employees shall receive one (1) pair of work shoes during each year of this contract.

3. Employees shall be entitled to a minimum of two (2) hours call back pay when called back to work after completing their regular shift.

EXHIBIT ONE - CLASSIFICATION AND SALARY SCHEDULE

Salary Proposal for AFSCME 2007 - 2009

2006 Step	Hourly Rates Table 1	<u>Base Rate for All Titles except Building Service Worker</u>					
		Jan-07	Jan-08	Jul-08	Jan-09	Jan-08	Jan-09
1-2 *	1	\$ 15.01	\$ 15.31	\$ 15.61	\$ 16.16		
3-4	2	\$ 16.27	\$ 16.59	\$ 16.92	\$ 17.52		
5-6	3	\$ 17.63	\$ 17.99	\$ 18.35	\$ 18.99		
7-8	4	\$ 19.12	\$ 19.50	\$ 19.89	\$ 20.58		
9-10	5	\$ 20.72	\$ 21.14	\$ 21.56	\$ 22.31		
11-12	6	\$ 22.60	\$ 23.05	\$ 23.51	\$ 24.34		

* Salary rate at start date and start of each year
(i.e. 1=salary rate at start date; 2=salary rate at start of 2nd year)

<u>Salary Differentials/Premiums</u>		2080 Hours
Mechanic/Welder	\$ 3.00	\$ 6,240.00
Equipment Operator	\$ 1.75	\$ 3,640.00
Senior Parks		
Maintenance	\$ 0.50	\$ 1,040.00
Premium is added to base rate for these titles		

2080 Hours Table 1		Jan-07	Jan-08	Jul-08	Jan-09
1		\$ 31,214.77	\$ 31,839.06	\$ 32,475.84	\$ 33,612.50
2		\$ 33,836.81	\$ 34,513.54	\$ 35,203.82	\$ 36,435.95
3		\$ 36,679.10	\$ 37,412.68	\$ 38,160.94	\$ 39,496.57
4		\$ 39,760.14	\$ 40,555.35	\$ 41,366.45	\$ 42,814.28
5		\$ 43,100.00	\$ 43,962.00	\$ 44,841.24	\$ 46,410.68
6		\$ 47,010.46	\$ 47,950.67	\$ 48,909.68	\$ 50,621.52

2080 Hours Table 1	<u>Building Service Worker</u>					
	Jan-07	Jan-08	Jul-08	Jan-09	Jan-08	Jan-09
1	\$ 15.01	\$ 15.31	\$ 15.61	\$ 16.16	\$ 31,839.06	\$ 32,475.84
2	\$ 15.44	\$ 15.75	\$ 16.07	\$ 16.63	\$ 32,762.40	\$ 33,417.64
3	\$ 15.89	\$ 16.21	\$ 16.53	\$ 17.11	\$ 33,051.48	\$ 34,386.76
4	\$ 16.35	\$ 16.68	\$ 17.01	\$ 17.61	\$ 34,009.97	\$ 34,690.17
5	\$ 16.83	\$ 17.16	\$ 17.50	\$ 18.12	\$ 34,996.26	\$ 35,696.18
6	\$ 17.31	\$ 17.66	\$ 18.01	\$ 18.64	\$ 36,011.15	\$ 36,731.37

Anyone currently in steps 2,4,6,8,10 go to next step on 1/1/07 and then future (2008) steps return to next anniversary date.

An employee promoted to a position with a salary differential will stay in the employee's current step with the addition of the differential. This does not apply to promotions completed prior to 1/1/2007.