

**AGREEMENT**

**BETWEEN**

**PLAINSBORO TOWNSHIP**

**And**

**COMMUNICATIONS WORKERS OF AMERICA LOCAL 1032,  
AFL-CIO**

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**JANUARY 1, 2017 through DECEMBER 31, 2019**

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TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE AND RECOGNITION.....	1
ARTICLE 1 – MANAGEMENT RIGHTS .....	2
ARTICLE 2 – MAINTENANCE OF WORK OPERATIONS .....	4
ARTICLE 3 – GRIEVANCE PROCEDURE .....	5
ARTICLE 4 – SALARIES/LENGTH OF SERVICE .....	8
ARTICLE 5 – OVERTIME .....	10
ARTICLE 6 – VACATION .....	12
ARTICLE 7 – SICK LEAVE .....	14
ARTICLE 8 – BEREAVEMENT LEAVE .....	20
ARTICLE 9 – INSURANCE .....	21
ARTICLE 10 – HOLIDAYS .....	23
ARTICLE 11 – WORKED-INCURRED INJURY .....	24
ARTICLE 12 – MILITARY LEAVE .....	25
ARTICLE 13 – JURY DUTY AND LEAVE OF ABSENCE WITHOUT PAY .....	26
ARTICLE 14 – DISCRIMINATION AND COERCION .....	27
ARTICLE 15 – PROBATIONARY PERIOD .....	28
ARTICLE 16 – SEPARABILITY AND SAVINGS .....	29
ARTICLE 17 – DEDUCTIONS FROM SALARY .....	30

TABLE OF CONTENTS – Page Two

ARTICLE 18 – OUTSIDE EMPLOYMENT .....	32
ARTICLE 19 – VOLUNTEER FIRE FIGHTER.....	33
ARTICLE 20 – PERSONNEL FILES.....	34
ARTICLE 21 – JOB VACANCIES/PROMOTIONS.....	35
ARTICLE 22 – MATERNITY LEAVE.....	36
ARTICLE 23 – UNION RIGHTS.....	37
ARTICLE 24 – BENEFIT ELIGIBILITY.....	39
ARTICLE 25 – SENIORITY.....	40
ARTICLE 26 – DISCIPLINE.....	42
ARTICLE 27 – OUT-OF-TITLE WORK ASSIGNMENTS .....	48
ARTICLE 28 – PRIOR PUBLIC SERVICE .....	49
ARTICLE 29 – SAFETY AND HEALTH.....	50
ARTICLE 30 – FULLY-BARGAINED AGREEMENT.....	51
ARTICLE 31 – DURATION .....	52

**PREAMBLE AND RECOGNITION**

A. THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the TOWNSHIP OF PLAINSBORO, in the County of Middlesex (hereafter the “Township” or the “Employer”), and Communications Workers of America, AFL-CIO, a duly appointed representative (hereafter the “CWA” or “Union”), represents the complete and final understanding on all bargainable issues between the Employer and the Union.

B. The Township hereby recognizes CWA as the exclusive representative of:

Included: All non-supervisory white collar and professional employees employed by the Township of Plainsboro and part time employees working twenty-one (21) hours or more per week.

Excluded: Managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, police employees, casual employees; blue collar employees, construction official/director of code enforcement, tax collector, tax assessor, assistant treasurer, township clerk, court administrator, deputy township clerk, public works foreman, assistant public works foreman, human resource officer, executive secretary, seasonal employees and others excluded under the Act.

C. It is the intention of the parties that this Agreement be construed in harmony with the Public Employment Relations Commission Act as amended, the laws of the State of New Jersey, and the ordinances and personnel policies and procedures of the Township of Plainsboro.

D. The recognition clause is subject to PERC determination in Docket No. CU-2007-006.

## ARTICLE 1

### MANAGEMENT RIGHTS

A. The Employer 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 Constitutions of the State of New Jersey and of the United States, including but without limiting the generality capability of the following rights:

1. The executive management and administrative control of the Township, its properties, facilities, and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct; to use improved method and equipment; to determine work schedules and shifts, as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required. The Employer agrees to give notice to the employees of the rules and procedures issued.

3. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees and the Union.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign, or retain employees.

5. To set rates of pay for temporary or seasonal employees.

6. To suspend, demote, or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Township from contracting out any work. The Employer agrees to meet with the Union to discuss possible alternatives to subcontracting prior to the decision to subcontract is made.

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

9. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Township, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitutions and laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S. 40A:1-1, et seq., or any national, state, county, or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step Two herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

## ARTICLE 2

### MAINTENANCE OF WORK OPERATIONS

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

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer, and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Employer or the Union in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of a breach by Union members or the employer.

### ARTICLE 3

#### GRIEVANCE PROCEDURE

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 employment under this Agreement.

B. Nothing herein shall be construed to limit the right of any employee with a grievance to discuss the matter informally with any appropriate member of the Department. The employee reserves the right to have a shop steward present, if desired. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees from the interpretation, application, or violation of the terms and conditions of this Agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. 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 Union shall institute written action under the provisions hereof within seven (7) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter informally. The written grievance at this step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable section of this Agreement violated, and the remedy requested by the grievant. The immediate supervisor or designee will answer the grievance in writing within ten (10) working days of receipt of the written grievance and will then supply the answer to grievant and union. Failure to act in writing within the seven (7) working days shall constitute an abandonment of the grievance.



Step Two: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Township Administrator within (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Administrator shall respond, in writing, to the grievance within twenty (20) working days of the submission.

Step Three: Within five (5) days, exclusive of designated holidays and Saturdays and Sundays, of the Administrator's decision, the Union may apply to the Public Employment Relation Commission ("PERC") for binding arbitration. Alleged violations of this Agreement only specifically excluding merit determinations may be submitted to arbitration. The selection of an arbitrator and the arbitration shall be in accordance with the rules and processes of PERC. Simultaneously with application to PERC, the Union will send notice to the Employer of its arbitration petition.

1. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

2. The decision of the arbitrator shall be binding upon the Employer and the Union and the employee.

3. The parties may direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

4. The cost for the services of the arbitrator shall be borne equally by the Union and the Township. Any other expenses, but not limited to, the presentation of witnesses shall be paid by the parties incurring same.

5. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add

to, modify, or detract from, in any way, the provisions of this Agreement or any amendment or supplement thereof.

E. Upon prior notice and authorization of the Department Head, the designated Union representative and/or shop steward shall be permitted, as a member of the Grievance Committee, to confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided that the conduct of the business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend the contract time limits for proceeding with the grievance at any step in the grievance procedure.

G. Reasonable disclosure will not be withheld involving any correspondence from either party, provided it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself.

**ARTICLE 4**

**SALARIES/LENGTH OF SERVICE/CLOTHING**

A. Salary

The following pay increases shall become effective as follows:

January 1, 2017	2% across-the-board increase
January 1, 2018	2% across-the-board increase
January 1, 2019	2% across-the-board increase

1. Only employees who retire prior to the signing of this agreement shall be entitled to this retroactivity.

2. Effective January 1, 2012, new hires will not be eligible for any negotiated pay increases until the completion of their probationary period. Any pay increases will be effective the day after the probationary period ends.

B. Length of Service

Effective January 1, 2012, employees shall receive length of service payments annually on their anniversary date in accordance with the following schedule:

<u>Team of Service</u>	<u>Recognition</u>
Start of 7 years	1,000
Start of 11 years	1,200
Start of 16 years	1,400
Start of 20 years	1,600

1. To be eligible for the length of service plan, an employee must be a regular part time or full time salaried employee.

2. Eligible years of service shall commence with the date of hire for the initial qualifying part time or regular position. Changing position or classification within the Township that do not result in a break of service shall receive no prior service credit for any position with the Plainsboro Township if those prior positions resulted in break of service from Plainsboro

Township. The employee shall receive no prior service credit for any position held with any employer other than Plainsboro Township.

3. Recognition is based on full time employment. Recognition will be prorated for the eligible part time employee. (i.e. an employee working less than 35 hours per week) by multiplying the quotient (derived at by dividing the employee's scheduled number of hours per week by the number of hours for a full-time employee) by the recognition award for full-time employment.

4. Effective January 1, 2012, length of service will be eliminated for all new hires.

C. Clothing

The current clothing arrangements for the Park Rangers and EMTs will remain the same.

## **ARTICLE 5**

### **OVERTIME**

A. Overtime shall be paid for all work performed in excess of forty (40) hours per week at the rate of one and one-half (1-1/2) times the computed hourly rate. Hours between thirty-five (35) and forty (40) hours shall be paid at straight time. Hours of work shall be as defined under the FLSA. Full-time employees shall not be paid overtime until said employees shall have worked the hours specified above. The work day shall be defined as the day in which the greatest number of hours are worked. All employees other than EMTs shall work a 35-hour work week. EMTs shall continue to work the same work schedule. Part-time employment shall be considered twenty-one (21) hours or more per week.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the immediate supervisor consistent with the rules and regulations of the department. The reasons for granting overtime shall be noted on the time report and certified by the Department Head.

C. Overtime shall be computed and payment made on the following basis:

1. Fifteen (15) minutes or less – No pay.
2. Sixteen (16) through thirty (30) minutes – one-half (1/2) hour pay.
3. Thirty-one (31) through sixty (60) minutes – one (1) hour pay.
4. Time cards shall be used to determine actual time worked.

D. Working hours and daily schedules of employees will be arranged to fit Township needs. There is no guarantee of overtime hours. Employees will be required to work reasonable overtime and during non-scheduled periods when the necessities of the Township demand such work. In administering the requirement to work overtime, the Township will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

E. Employees recalled for overtime work at time and one-half, which is not contiguous with the front or back side of the employee's work day shall be entitled to a

minimum of four (4) hours' pay and the right to keep the employee for the full four (4) hour period. These provisions shall not apply when there is a declared emergency or general callback.

F. Employees who are eligible for overtime may elect to receive compensatory time off in lieu of overtime payment with prior approval of the Department Director.

**ARTICLE 6**

**VACATION**

All regular full-time and eligible part-time employees shall receive vacation benefits. Eligible part-time employees earn vacation on a pro-rated basis. Vacation leave is accrued and used in accordance with this Article.

A. Paid vacation time is based upon years of service with the Township. When an employee is hired, he/she receives one (1) day of vacation per month that calendar year.

Completed<sup>1</sup> Length of Service (Except EMTs)

1 to 5 years	12 days
6 to 15 years	17 days
16 years or more	22 days

Completed Length of Service – EMTs

1 to 5 years	16 days (128 hours)
6 to 15 years	23 days (184 hours)
16 years	30 days (240 hours)

B. Vacation time shall be requested at least five (5) days in advance and will be approved at the direction of the Department Director. Approval for vacation requests will not be unreasonably withheld, but will be based on departmental needs.

C. Vacation time may not be taken in less than one-half (1/2) day increments.

D. Employees may carry over no more than five (5) accumulated vacation days into the next calendar year

E. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Director.

If, for any reason, an employee's vacation is canceled or not taken as scheduled,

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<sup>1</sup> First complete calendar year beginning January 1 after date of hire.

the vacation may be rescheduled at a time agreed upon by both the Department Director and employee.

F. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day when vacation commences

G. Any employee on a leave of absence (i.e. Workers' Compensation or unpaid leave) shall have his/her vacation leave for the year pro-rated for the duration of the leave.

H. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

I. Employees are expected to keep track of time earned and used and will be notified semi-annually of balances remaining. If, upon separation, an employee has used more than earned, the overpayment will be deducted from the employee's last check, or will be payable to the Township.



## ARTICLE 7

### SICK LEAVE

#### A. Policy

Sick leave shall mean paid leave that shall be granted to an employee who:

1. Through sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the employee's position;

2. Is quarantined by a physician because the employee has been exposed to a contagious disease;

3. Has need to visit a medical professional during employee's work hours. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off- time. The use of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day. In such cases, sick leave may be charged in two (2) hour increments.

4. Has a member of the immediate family (child, spouse, domestic partner, civil union partner, parent, or relative) with an illness which requires the employee to stay home or to take the relative to receive medical care. Circumstances other than those listed within this item "4" will be reviewed by the Administrator on a case-by-case basis. This provision is not intended to supersede FMLA.

#### B. Definition

A day, for purposes of sick leave, shall be equal to the normal number of hours worked by the employee.

C. Eligibility

Each full-time employee and part-time employee shall be eligible for sick leave. The Personnel Officer shall notify each employee at the time of hiring as to the eligibility for sick leave.

D. Amount of Leave

Each full-time and part-time employee who is eligible for sick leave shall receive thirteen (13) days per calendar year earned on a monthly basis (1.08 days per month). No sick leave shall be taken during the first three (3) months of employment.

1. Sick leave shall not be charged when a scheduled holiday occurs during sick leave.

E. Reporting

1. Employees shall notify their supervisor or designee as early as possible, but not later than two (2) hours prior to the start of the shift, or reasonable time in the case of emergency.

2. The employee reporting sick leave shall notify the supervisor of:

- a. the nature of the illness;
- b. the telephone number where the employee may be contacted during sick leave;
- c. the expected duration of sick leave, if known.

3. The supervisor shall record this information on the appropriate sick leave form.

4. Failure to notify the Department Head or supervisor may be cause for denial of the use of sick leave for the absence and constitutes cause for disciplinary action. An employee who is absent and fails to notify the Department Head or supervisor could be subject to dismissal.

F. General

1. Habitual absenteeism may be cause for discipline up to and including discharge.

2. During protracted periods of illness or disability of an employee, the Administrator may require interim reports on the condition of the patient from the attending physician and/or a Township medical physician.

3. The Administrator reserves the right, in such cases where there is a difference of professional opinion between the Township physician and personal physician, to require the employee to submit to an examination by a third doctor. The third doctor shall be paid for by the Township.

4. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

a. No employee shall be allowed to work who endangers the health and well-being of other employees and, if the employee's condition warrants, the employee may be directed to the Township physician for an opinion as to fitness for duty.

b. Sick leave with pay shall not be allowed under the following conditions:

i. When the employee under medical care fails to carry out the orders of the attending physician.

ii. When, in the opinion of the Township medical physician, the employee is ill or disabled because of self-imposed contributory causes or actions.

- iii. When, in the opinion of the Township medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty after exhausting the procedure in Section (3).
- iv. When the employee does not report to the Township physician, as directed.

5. In charging an employee with sick leave, the smallest unit which may be recorded is one-half (1/2) of a working day except as noted in A(3) of the article.

6. Once an employee exhausts his/her sick leave, an employee becomes classified as "unpaid sick" and all other aspects of this sick leave policy remain in effect.

7. Once an employee exhausts his/her sick leave, an employee may be eligible to receive state or federal disability payments, including Social Security. Any employee who applies for disability benefits must furnish the Township with proof of application and proof of receipt or denial of such benefits.

G. Sick Leave Confinement Restriction

1. If an employee is absent for reasons that entitle the employee to sick leave or the employee is on Workers' Compensation leave because of an injury sustained during his/her employment, the employee shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in question, with the following exceptions:

- a. To report for medical attention to a doctor's office or hospital.
- b. To engage in the exercise of his/her right to vote or to attend religious services.
- c. If an emergency necessitates his/her absence.
- d. A supervisor may visit an employee on sick leave or Workers'

Compensation leave at his/her residence or place of confinement.

Such visits shall be recorded on the sick leave form.

e. A supervisor may telephone the employee who has reported on sick leave or who is on Workers' Compensation leave at his/her place of confinement during the scheduled workday(s).

f. The employee may leave the place of confinement for convalescence. He/she shall advise the Township of the telephone number at such location.

#### H. Leave of Absence as a Result of Injury in the Line of Duty

When an employee covered under the sick leave policy is injured in the line of duty, the Township shall provide the employee with a leave of absence for up to one (1) year with take-home pay equal to that which would be provided to the employee if the employee had continued working at regular pay without overtime, holiday, or other pay. When such action is taken, the employee shall not be charged any sick leave for time lost due to such particular injury.

#### I. Sick Leave Incentive Plan

1. If an employee has accumulated thirty-nine (39) days of sick leave as of December 31<sup>st</sup> then the next year he/she has the option of selling back to the Township, at the rate of forty-three (\$43.00) per day, any sick leave accumulated over thirty-nine (39) days.

2. If an employee uses four (4) or less sick days in a calendar year, he/she will be paid a "bonus" at the rate of twenty-five dollars (\$25.00) per day for every unused sick day earned that calendar year. The "bonus" does not reduce the total accumulated sick days.

3. At separation, an employee with five (5) or more years of service with the Township is entitled to twenty-five (25%) percent of accumulated sick leave at his/her current rate

of pay. At separation, an employee with ten (10) or more years of service with the Township is entitled to fifty percent (50%) of accumulated sick leave at his/her current rate of pay. The maximum cash benefit from sick leave at retirement or separation shall be Twenty Thousand Dollars (\$20,000.00).

4. Permanent part-time employees shall be eligible for the sick leave incentive plan on a pro-rated basis.

J. Maximum Sick Leave Accumulated

The maximum number of accumulated sick days shall be one hundred thirty (130) days. Once an employee attains 130 days, he/she shall not be permitted to accumulate additional sick days but must "sell back."

## ARTICLE 8

### BEREAVEMENT LEAVE

A. In the event of death in an employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed three (3) working days. In the case of death of current spouse, domestic partner, civil union partner and/or child, such leave shall not exceed ten (10) working days.

B. The "immediate family" shall include only grandparent, grandchild, brother, sister, parents, father-in-law, or mother-in-law.

C. Reasonable verification of the event may be required by the Township.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or compensatory time off falling within the time of the bereavement.

E. An employee may make a request of the Department Head or designee for time off to attend a funeral separate and distinct from bereavement leave, which approval shall not be unreasonably withheld. Any time taken under this section shall be charged to available vacation, holiday, or leave of absence without pay.

## ARTICLE 9

### INSURANCE

A. Health Insurance will be provided through the State Health Benefits Program (SHBP), consistent with State approved modifications. The Employer has the right to change insurance carriers or institute a self-insurance program so long as all of the levels of benefit coverage are equal to or better than current coverage under the State Health Benefits Program (SHBP).

B. The parties agreed to increase the annual maximum in the Delta Dental Plan from \$1,500 to \$2,000 effective May 1, 2017.

In addition, two (2) new options, at no cost to the employee, are offered for this contract period only (Carryover Max and Oral Health Enhancement). If discontinued or a premium is charged by Delta Dental, the Township is not responsible for substitute or replacement coverage.

The parties agree that the Township's medical coverage shall continue to be provided to any employee, spouse, domestic partner or civil union partner at no cost upon retirement to the employee based upon the following eligibility criteria:

1. All PERS retirees, unless otherwise specified by any union contract, shall be 62 years of age or older and have served 15 years with Plainsboro Township.

OR

2. All PFRS retirees, unless otherwise specified by a union contract, shall be any age, with 25 years of service in the PFRS pension system and served 20 years with Plainsboro Township. In the event that the retired employee, spouse, domestic partner or civil union partner receives medical insurance coverage through another employer, the Township's retirement health coverage shall become secondary to that of the then current employer's.

The Township's retirement health coverage shall be secondary to that of



Medicare/Medicaid coverage Parts A and B.

Retirement health coverage shall continue for the surviving spouse, ~~or~~ domestic partner or civil union partner in the event of the death of the retired Township employee subject to the application of any other limiting provisions of this policy that would otherwise apply to the deceased employee.

All retirement health coverage is limited to the same persons who are covered at the time of retirement, and only to the extent that the retiree and those same dependents are eligible under the rules of the plan for the type of coverage in effect at time of retirement.

D. Employees working a minimum of thirty-two (32) hours per week will be eligible for health insurance coverage. Employees currently working thirty (30) or more hours per week will be grandfathered, and remain eligible for health insurance benefits consistent with the Contract as long as their current position is or exceeds thirty (30) hours per week.

## ARTICLE 10

### HOLIDAYS

A. Definition — Holidays are those days established annually by resolution of the Township Committee and may include recognized national, state, or local holidays.

B. Number of Holidays - There shall be fifteen (15) holidays per year, three (3) of which will be floating holidays.

C. Any employee who is on a leave of absence (i.e. injury leave, Workers' Compensation, or other unpaid leave) shall not be eligible for paid holidays which fall during the employee's leave of absence.

D. On an annual basis, the Chief of Police shall determine the number of authorized holidays EMTs shall be required to work. At such time, employees in this classification shall have the option to substitute a worked holiday for another day off in their work schedule, or receive a payment at regular time for those days worked. Lump sum payments shall be made in June and December, authorized by the Chief of Police.

## ARTICLE 11

### WORK-INCURRED INJURY

A. Employees, who are injured whether slightly or severely, while working, must make an immediate report to the Department Head.

B. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work.

C. Any employee who is disabled because of occupational injury shall be granted leave of absence with full pay for a period not exceeding a total of thirty (30) days. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed from the date of injury, when substantiated by the Township physician. Any amount of salary or wages paid or payable to such an employee shall be reduced by the amount of Workers' Compensation paid under New Jersey Workers' Compensation for temporary disability.

D. Employees returning from an authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges, or benefits.

**ARTICLE 12**

**MILITARY LEAVE**

All employees who pursue military leave shall comply with applicable federal and state law, including N.J.S.A. and et seq. and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

## ARTICLE 13

### JURY DUTY AND LEAVE OF ABSENCE WITHOUT PAY

#### A. Jury Duty

1. Each regular, part-time and/or full-time, permanent employee in full pay status, actively at work performing assigned duties, who loses time from his/her job because of jury duty, certified by the clerk of the court, shall be paid his/her regular daily rate of pay pursuant to NJ.S.A. 2B:20-16, subject to the following conditions:

- a. When a jury service is completed prior to 12:00 noon, the employee is required to telephone his/her immediate supervisor and report to work.
- b. The employee must notify his/her supervisor within 48 hours following receipt of a summons for jury service.

2. The provisions of this article do not apply when an employee voluntarily seeks jury duty service.

#### B. Leave of Absence Without Pay

Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to his/her supervisor, who will append his/her recommendations and forward the request to the Township Administrator. The Employer will consider each such case on its own merits, and a decision in one case shall not establish a precedent in another. Any request for an extension of time shall be at the Employer's discretion. Such leave of absence shall not be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision shall be non-grievable.

## ARTICLE 14

### DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin, or political affiliation.

B. The Employer and the Union agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

## ARTICLE 15

### **PROBATIONARY PERIOD**

All employees hired during the term of this Agreement shall serve a probationary period of six (6) months from the date of hire. During this probationary period, the Employer reserves the right to terminate a probationary employee for any reason. An employee, if terminated, shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Department Head with approval of the Township Administrator for a three month extension.

## ARTICLE 16

### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



## ARTICLE 17

### DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Law of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Township Treasurer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Personnel Officer.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Personnel Officer. The filing of a notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14- 15.9e, as amended.

F. The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the

Union and signed by the President of the Union advising of such changed deduction.

G. All employees after the signing of this Agreement will be required to pay a statutory agency shop fee of eighty-five (85%) percent unless the law provides otherwise. New hires will contribute after thirty (30) days.

## ARTICLE 18

### OUTSIDE EMPLOYMENT

Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during an employee's normal tour of duty with the Township. However, the employee recognizes that his/her primary employment responsibility is to the Township and he/she will therefore be available immediately following tours of duty, upon reasonable notice by the Township, if he/she is called back to perform service on an emergency basis at hours other than during the normal tour of duty. Employees will advise the Department Head or designee of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Department Head or designee may recall them back to work in the event of an emergency. Such outside employment is subject to issuance of a work permit at the discretion of the Department Head and is appealable to the Township Administrator.

## ARTICLE 19

### VOLUNTEER FIRE FIGHTERS

A. An employee who is a member of Plainsboro Fire Company may be excused from duty, without loss of pay, whenever responding to an emergency for any Plainsboro Fire Company.

B. No disciplinary or discriminatory action will be taken against any employee for the sole reason for his participation in responding to an emergency.

C. Employees, either personally or through the Police Department, should inform their Department Head when responding to an emergency. An employee's call to emergency duty may be subject to verification. Abuse of this privilege will be subject to disciplinary action.

## ARTICLE 20

### PERSONNEL FILES

A. The Township shall establish personnel files or confidential records, which shall be maintained under the direction of the Township. The Township shall not keep any employee files that are unknown and/or inaccessible to the employee.

B. An employee covered under this Agreement may, be reasonably request during normal business hours, review the contents of the employee's personnel file. Whenever a written complaint or written evaluation concerning an employee is placed in the employee's personnel file, a copy shall be furnished to the employee and the employee shall be given the opportunity to rebut same in writing within 7 days of date receipt of document. The employee shall sign for receipt of such document.

## ARTICLE 21

### JOB VACANCIES/PROMOTIONS

#### A. Job Vacancies

Notices of all job vacancies shall be posted. Such notice shall include job description, hours of work, any required qualification(s) (i.e. skill, education, etc.), salary range and the procedure to be followed by employee interested in applying for the position.

#### B. Promotions

For each promotion there will be a minimum of 5% increase or minimum in salary range, whichever is greater.

## ARTICLE 22

### MATERNITY LEAVE

#### A. Maternity Leave

1. Maternity leave shall be granted for a maximum period of six (6) calendar months and shall be leave without pay, except that an employee may use any or all accumulated sick leave, vacation leave or compensatory time for purposes of maternity leave. The Administrator may recommend and the Township Committee may approve a further extension of maternity leave for an additional six calendar months.

2. Employees going on maternity leave are eligible for disability benefits. Employees interested in applying for benefits should contact the Personnel Office.

3. Requests for maternity leave shall be made in writing at least thirty (30) days notice in advance of the anticipated beginning of leave.

4. Upon the completion of maternity leave the employee shall have the right to resume the job held when the employee began maternity leave, at the salary of the employee on the date maternity leave commenced plus any across the board salary increases paid during the period of maternity leave. Employee benefits shall be those in place under this Agreement on the date the employee returns to work.

## ARTICLE 23

### UNION RIGHTS

A. The Union shall have the sole and exclusive right to select and appoint Shop Stewards and to specify their respective responsibilities and authority to act for the Union. The Union shall notify the Township Administrator of the names of employees designated as Shop Stewards within one week of such designation. Shop Stewards may attend CWA-sponsored functions/training/seminars, without loss of pay, limited to two (2) workdays per Shop Steward per year.

B. The Township shall provide space in a reasonable area for a Union bulletin board at each facility where bargaining unit members are assigned. The Union shall provide and pay for the cost of the bulletin board. Notices posted on the bulletin board shall be related to Union matters such as, but not limited to, Union meeting announcements, Union provided benefits, Union election announcements, etc. The posting of said notices shall be the responsibility of CWA Local 1032 officials and designated Shop Stewards. A copy of such postings shall be provided to the Township Administrator upon request who retain the right to remove material which is inflammatory, salacious or defamatory or not relevant to union business.

C. Whenever referenced in this Agreement, the term "Union Representative" is defined as an employee or full time elected Union official of the Communications Workers of America, AFL-CIO. The term "Shop Steward" shall refer to employees of the Township appointed by the Union to assist in the correct administration of this Agreement and to share communications between the Union and bargaining unit members.

D. Union representatives shall be admitted to the Township premises during work hours for the purposes of adjusting grievances, consulting with Shop Stewards and/or employees covered by this Agreement and the investigation of health and/or safety problems. The Union representative will obtain prior approval from the Township Administrator or his/her designee



and the Union agrees there will be no disruption of work. The approval for such access to premises shall not be unreasonably denied.

## ARTICLE 24

### BENEFIT ELIGIBILITY

A. Part-time employees are eligible for specific paid benefits based on the number of days or hours during which they are normally scheduled to work.

B. Full-time employees will receive benefits as per the contract. Part-time employees who work fewer days per week than full-time employees shall have their benefits determined by dividing the individual employee's number of scheduled weekly work hours by the number of work hours in a regularly scheduled full work week for that class of position. The quotient of that division will be the proportion of the benefits paid by the Township.

Employees working at least thirty-two (32) hours per week will be eligible for full medical, dental, and other non-mandatory insurance benefits. Employees currently working thirty (30) or more hours per week will be grandfathered and remain eligible for health insurance benefits consistent with the Contract, as long as their current position is or exceeds thirty (30) hours per week. Part-time employees working less than thirty-two (32) hours will receive no medical benefits.

C. Determination of the amount of time off with pay will be enjoyed by a part-time employee will be based on employee's work schedule and will be communicated to the employee at the time of setting the schedule, in writing.

## ARTICLE 25

### SENIORITY

#### Seniority

1. Seniority is defined as an employee's continuous length of service with the Township, beginning with his/her latest date of hire.
2. Seniority shall commence and become fixed on the date of hire.
3. The Township shall maintain an accurate, up-to-date seniority roster showing employee's date of hire, classification and pay rate.
4. Prior government service will not count for seniority purposes for employees hired after this date.

#### Loss of Seniority

Continuous service for seniority purposes shall be broken for any of the following reasons:

1. Discharge for just cause;
2. Voluntary quitting employment
3. Absence from work without reporting for three (3) consecutive working days unless reasonable and satisfactory excuse for not having notified the Township is present.

#### Layoff

In the event of layoff departmental seniority shall prevail provided the employee has the necessary qualifications, skills, abilities, and job title to perform whatever work may be available.

Employees on layoff shall be recalled in the inverse order of layoff provided the employee has the necessary qualifications, skills, abilities, and job title for the work available. The Township will not hire new employees while there are employees on the recall list qualified

to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment.

In all applications of seniority under this Agreement, where ability to perform work is equal, as determined by the Township, seniority shall be given preference in promotions, demotions, layoffs, recall, vacations, schedules, and work shifts.

## ARTICLE 26

### DISCIPLINE

The parties agree to confer regarding resolution of problems in order to prevent disciplinary action. Counselings, verbal and written warnings are appropriate pre-disciplinary actions. Employees may provide a written response to counselings and warnings.

A. In cases of employee misconduct and/or poor performance, the Township will attempt to prevent a recurrence of that behavior through disciplinary action. The action taken will be related to the gravity of the situation, and will be progressive, taking into consideration the number and type of previous infractions.

B. An employee may be subject to disciplinary action for reasons including, but not limited to, the following:

- Insubordination
- Falsification of public records, including attendance, employment application and other personnel records
- Failure to submit time cards by due date
- Harassment/Sexual Harassment of fellow employees and./or volunteers or visitors
- Theft or attempted theft of property belonging to the Township, fellow employees, volunteers or visitors
- Failure to report to work on the day or days prior to or following a vacation, holiday, scheduled leave, and/or any other unauthorized day or absence
- Fighting or creating a disturbance among fellow employees
- Possession, sale, transfer, use of or being under the influence of alcohol or illegal drugs on Township property and at any time during work hours
- Sleeping on duty

- Carrying weapons of any kind on Township premises and/or during work hours unless carrying a weapon is a function of the job
- Violation of established safety and fire regulations
- Unscheduled absence and chronic or excessive absence
- Using leave for a purpose other than for which it was requested or granted
- Chronic tardiness
- Unauthorized absence from work area and/or roaming around during work hours
- Defacing walls, bulletin boards or any other Township property
- Failure to perform duties, inefficiency or substantiated performance
- Unauthorized disclosure of confidential Township information
- Gambling on the premises
- Using one's authority or official influence to control or modify the political action of any employee or engaging in any form of political activity during work hours
- Horseplay, disorderly conduct or use of abusive and/or obscene language on Township premises
- Deliberate delay or restriction of work effort and/or incitement of others to delay or restrict their work effort
- Conviction of a crime
- Off duty conduct which brings disrepute or reflects unfavorably on the Township
- Violation of any Township policies, procedures, rules or regulations
- Violation of Federal, State or Township regulations concerning drug and alcohol use and possession

- Careless waste of materials or abuse of tools, equipment or supplies
- Misuse of public property including motor vehicles
- Refusal to participate in a properly authorized inquiry or investigation
- Discrimination or use of discriminatory language
- Rude or disrespectful conduct toward the public or co-workers including knowingly making false or malicious statements that might harm or destroy the reputation of individuals.
- Other action disruptive to the effective, efficient, economical operation of the Township
- Conduct unbecoming a public employee or other inappropriate action

C. Procedure

When a Department Director or other supervisor feels that a disciplinary action is warranted , one or all of the following must be done prior to initiating disciplinary action:

- Conduct a thorough investigation which includes an opportunity for the employee to offer an explanation for the actions in questions.
- Document evidence that is specific and substantial enough to establish that a breach of discipline has occurred.

When it has been determined that disciplinary action is appropriate, the following actions may be taken:

- Written reprimand
- Suspension
- Demotion
- Dismissal

Discipline is intended to be progressive, however, disciplinary action may begin at any step and/or certain steps may be repeated or by-passed depending on the severity and nature of the infraction and the employee's prior work and/or disciplinary record. The employee's length of service and the lapse in time since the last breach of discipline should also be considered.

#### Counseling/Verbal and Written Warnings

A verbal warning is made to notify the employee that his or her actions have been improper and warn the employee of the consequences for continued violation. Written documentation of the verbal warning, signed by the employee (acknowledging receipt), will be maintained in the employee/s personnel file. This documentation may be used, if further inappropriate actions occur.

#### Written Warning/Reprimand

A written warning clearly identifies a problem, states the facts and the Township's position on the matter. It may also outline a corrective course of action.

A reprimand is an admonishment as well as a warning that the infraction not be repeated. An employee must sign the written warning/reprimand acknowledging receipt.

#### Suspension

Suspension is the temporary removal of an employee from service. A suspended employee may or may not receive pay during the suspension period. Suspension may be imposed by the Department Director, after consultation with the Administrator, or directly by the Administrator. Written notice of the suspension is provided to the employee and filed in the employee's personnel file.

#### Immediate Suspension

When the nature of the alleged breach of discipline is serious enough to make it inadvisable or unsafe to allow an employee to remain on the job, the Department Director will suspend immediately after consultation with the Administrator.



### Demotion or Transfer

Demotion is the downgrading of an employee to a position lower in salary and grade than the present position held.

Transfer is moving the employee to a different department or division within the Township.

### Dismissal

Dismissal is usually the last resort in progressive discipline where previous efforts to correct inappropriate behavior have not been successful, or in cases where the conduct is so serious that continued employment is not in the best interest of the Township.

Written recommendation of dismissal, which includes documentation of the inappropriate behavior and documentation of previous actions, shall be provided to the Administrator.

D. The Township shall present the employee with the written charges and specifications, notify the employee that he/she is entitled to a departmental hearing on said charges, and that he/she is entitled to union representation at said hearing.

The employee reserves the right, for reasons of privacy, not to communicate to the Union, the nature of the disciplinary action. The employee will be asked as to whether he/she wants union representation with respect to the pending disciplinary action.

The Union shall be provided with a copy of all disciplinary charges and specifications referred to above within 24-hours of the disciplinary action being issued.

The Union retains the right to grieve any disciplinary action in accordance with Article 3, Grievance Procedure. The Union shall have 10-workdays to request a departmental hearing on behalf of the employee in regard to said charges and specifications.

Appeals of the decision from the departmental hearing shall proceed directly to arbitration as authorized in step 3 of the Grievance Procedure.

### Notification

Whenever disciplinary action is taken which requires a salary adjustment, such as suspension without pay or demotion, the Human Resource Officer must be notified so that a Personnel Change Notice can be prepared and forwarded to the payroll office.

## ARTICLE 27

### OUT-OF-TITLE WORK ASSIGNMENTS

Employees who are assigned to perform work of a higher classification for more than thirty (30) consecutive calendar days shall be compensated. The compensation level shall be 13.5% above the base pay of the employee performing the higher level duty. The higher compensation level will only occur on the 31<sup>st</sup> calendar day of the assignment, but will be retroactive to the first day of the assignment.

This temporary compensation is for out-of-title work performed on an as-needed basis. Out-of-title work is not intended for like or similar work, but to sustain operations, and is a mandatory assignment as determined by the Department Director.

## ARTICLE 28

### PRIOR PUBLIC SERVICE

Employees with prior public service in the State of New Jersey are eligible for additional vacation benefits based on continuous full-time service as follows:

- Additional vacation leave benefits will be extended on the continuous full-time service with another New Jersey government agency or public school system.
- Such service may include New Jersey State, County or Municipal Government, as well as any New Jersey local or regional public school.
- Employment must have been as a full-time employee, in good standing, and must have been continuous with no break between the other employment and Township employment.
- A letter verifying prior service must be provided before additional vacation leave can be credited.
- Additional vacation time will be calculated on a pro-rated basis from the date of hire to the end of the year.
- This prior service will not apply to seniority or any other purpose such as length of service recognition, eligibility of promotion or reduction in force.

## ARTICLE 29

### SAFETY AND HEALTH

A. The Township shall provide a safe and healthy workplace for its employees. It shall discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes, regulations or guidelines published in the New Jersey Register which pertains to health and safety matters.

B. Employee complaints of violations of PEOSHA and any other applicable statutes, regulations or guidelines listed in the New Jersey Register which pertain to health and safety matters, shall be reported to the immediate supervisor and shall be promptly investigated. Corrective action shall be initiated as soon as practicable to remedy the condition with safety guidelines.

## ARTICLE 30

### FULLY-BARGAINED AGREEMENT

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 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.

B. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted. The CWA or the Township, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

C. 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 31**

**DURATION**


A. This Agreement shall be in full force and effect from January 1, 2017 through December 31, 2019, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

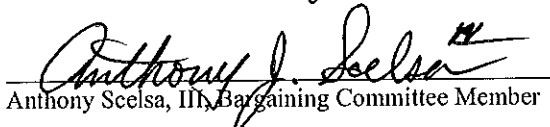
B. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to December 31, 2019 of any subsequent contract year, advising that such party desires to revise or change the term or conditions of such Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals at Plainsboro, New Jersey, on the day and year first above written.

**CWA LOCAL 1032**


  
Sandra McGraw, Staff Representative

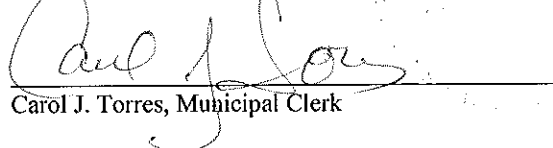
 3/20/17  
Eileen Boyce, Bargaining Committee Member

  
Anthony Scelsa, III, Bargaining Committee Member

Dated: March 8, 2017

**TOWNSHIP OF PLAINSBORO**

  
Peter A. Cantu, Mayor

  
Carol J. Torres, Municipal Clerk

Dated: March 8, 2017